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Select Pleas in the Court of Admiralty

VOLUME I.

A.D. 1890-1404 AND A.D. 1527-1545

PRINTED BY
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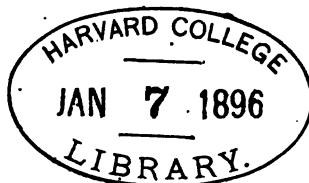
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SELECT PLEAS IN THE COURT OF ADMIRALTY

VOLUME I.

THE COURT OF THE ADMIRALTY OF THE WEST

(A.D. 1890-1404)

AND

THE HIGH COURT OF ADMIRALTY

(A.D. 1527-1545)

EDITED

FOR THE SELDEN SOCIETY

BY
Godfrey
REGINALD G. MARSDEN

LONDON

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1894

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INTRODUCTION

'THE history of the jurisdiction of these officers,' writes Dr. Stubbs,¹ referring to the Admiral and his court, 'is as yet obscure.' Prynne² states that there were Admirals and an Admiralty Court, with power to try cases civil and criminal, as early as 'the time of Henry I., derived from our ancient Saxon kings Alfred, Edgar, Ethelred, and others, who had the dominion of the British ocean.' The principal authority for Prynne's statement is the Black Book of the Admiralty, which certainly does contain references to proceedings which are stated to have been had in the Admiral's Court in the times of Henry I. and King John. Prynne claims for the Black Book the authority of a contemporaneous record; but the Black Book is entitled to no such authority. The handwriting of the earliest manuscripts of the Black Book is of the fifteenth century; probably no part of the matter is of earlier date than the fourteenth century.³ The references which it contains to Admirals of the times of Henry I. and John are apocryphal.

Early history of the Admiralty Court is obscure.

The title of 'Admiral' was not used in England before the beginning of the fourteenth century. It is not found in the commission of any sea-captain or commander of the previous century, and the earliest mention of it is in con-

1295. First use of the title 'Admiral.'

¹ *Constitutional History*, vol. ii. p. 289.

² *Animadversions*, p. 106.

³ See Nicholas, *Hist. Royal Navy*,

vol. ii. pp. 193, 484; *Black Book of the Admiralty*, Rolls Series, vol. i. pp. xix, xxv; *ib.* vol. iii. p. x.

nection with the French possessions of the king of England and in treaties with continental countries. It occurs in a Vascon Roll of 23 Ed. I. (1295), where Berardo de Sestars (or de Sestas) is appointed Admiral of the Baion fleet—'Admirallum maritime Baion et capitaneum nautarum et marinellorum nostrorum in ejusdem [*sic*] villa.' In what appears to be a fragment of a Vascon Roll of the next year (24 Ed. I.) De Sestas is again mentioned as having been appointed 'in officio Admirati navigii Baione.'¹ In the Vascon Roll of the same year (1296)² William de Leyburn (*semble*, a Gascon) and John de Butetort are described as 'Amiraux de nostre navire D'engleterre.' But in the Vascon Roll of two years before the same William de Leyburn is styled 'capitaneus marinellorum'³ and 'capitaneus nautarum et marinellorum';⁴ and later, in English documents of the year 1297, Botetort is styled keeper of the sea coasts,⁵ and Leyburn captain of the king's mariners.⁶ The same William de Leyburn is styled Admiral of the sea of the king of England in the text of a convention made at Bruges in 1297 with reference to the settlement of claims arising out of piracies committed by and against the ships of England and of Flanders.⁷ In 1300 Gervase Alard is called Admiral of the fleet of the Cinque Ports;⁸ and this appears to be the earliest evidence of the use of the title in England. Three years later (1303) the same commander is styled captain and Admiral of the king's fleet of the ships of his Cinque Ports.⁹ It would appear, therefore, that the title of Admiral, originating probably in the East and afterwards adopted by the Genoese and other navies of the Mediterranean, came by way of Gascony to England, and was there adopted about the beginning of the fourteenth century.

1295. Master
of ship fined

In 1295¹⁰ a ship was arrested for the king's service, and

¹ *Chanc. Miscell.* 5.

² *Rot. Vasc.* 24 Ed. I.

³ *Rot. Vasc.* 22 Ed. I. m. 2.

⁴ *Ib.* 22 Ed. I. mm. 8, 13.

⁵ *Pat.* 25 Ed. I. pt. 1, m. 9.

⁶ *Abbr. Rot. Orig.* p. 82; *Pat.* 25 Ed. I. pt. 2, m. 14. The same

title is used of Leybourne in the *Q. R. Mem. Roll*, 23 Ed. I.

⁷ *Fœd.* i. pt. 2, p. 861.

⁸ *Wardrobe Accounts*, 29 Ed. I.

⁹ *Pat.* 34 Ed. I. m. 39.

¹⁰ *Cl.* 23 Ed. I. m. 15 d.

departed from Aquitaine without license. For this the master was summoned before the Admiral, and there fined, and the fine estreated into the Exchequer. It was afterwards remitted upon proof that the master had in fact obtained the Admiral's license, and that the license had been lost with the ship at sea. The masters of other ships, who were fined for the same offence at the same time, appear to have paid their fines.

by the
Admiral.

For more than half a century after the first occurrence of the title 'Admiral,' no mention is to be found, so far as the present writer is aware, of the existence of an Admiral's Court having power to hear pleas and to administer justice between parties. From very early times there had been in existence in some of the seaport towns 'port' or 'marine' courts which, sitting from tide to tide and administering the law maritime to merchants and mariners, had some of the characteristics of the Admiralty Court of later times. The Domesday of the Ipswich Court is published in the Rolls Series¹; and the Borough Rolls of Yarmouth² show the existence of a 'port' court long before the time of Edward III. The record of a case tried in the marine court at Aldestowe (or Padstow) is preserved, and is referred to in a subsequent page.³ When a Court of Admiralty was established, and a general maritime jurisdiction conferred upon or assumed by the Admiral, as was to be expected, a conflict arose between the Admiral's court and the franchise jurisdiction of the towns.⁴ It was this conflict that led to the passing of the statutes 13 Ric. II. c. 5 and 15 Ric. II. c. 3. Subsequently it appears to have been the practice for the sovereign to exempt certain of the seaport towns from the jurisdiction of the Admiral. In some cases the charter contains an express grant of Admiralty jurisdiction. There is mention in the Admiralty Court records of such grants having been made to Yarmouth, Dartmouth,

Existence
of Admirals
many years
before a
Court of
Admiralty.
Maritime
courts of the
seaport
towns.

¹ *Black Book of the Admiralty*, vol. 2.

² *Manship's Hist. of Great Yarmouth*, by C. J. Palmer, vol. i. 257.

³ *Infra*, p. xlix; see also *infra*, pp. 1, 17; Cl. 11 Ed. I. m. 13 d.

⁴ Cf. Case 39, *infra*, p. 78; Case 70, *infra*, p. 125.

Rochester,¹ and other towns. Yarmouth appears to have petitioned for exemption from the Admiral's jurisdiction shortly after the decision in *Wellys c. Felton*,² *infra*, p. 78, and to have obtained it by a charter of 25th May, 1559.³ By that charter the bailiffs were restrained from holding plea in cases of piracy; but this exception was withdrawn by James I.⁴ The claim of Yarmouth to be exempt from the Admiral's jurisdiction was made as early as Edward IV.⁵ In some of the statutes relating to the Admiral's jurisdiction there is an express saving of the rights of seaport towns.⁶

Origin of
the Court to
be traced in
connection
with cases
of piracy or
spoil.

The origin of the Admiralty Court can be traced with tolerable certainty to the period between the years 1340 and 1357. It was instituted in consequence of the difficulty which had been experienced in dealing with piracy or 'spoil' claims made by and against foreign sovereigns. The diplomatic correspondence of the half century which preceded the battle of Sluys (1340) is distinguished by a constant stream of complaints made sometimes by the king of England against the kings of France or Spain or the Counts of Flanders, and sometimes by those and other foreign sovereigns against England, as to piracies and spoils committed at sea, and as to the inability of the aggrieved persons to obtain justice. The process of our common law courts when resorted to by the foreigners appears to have entirely failed to give redress. Treaties and arbitration were tried, but there was no satisfactory result. At last Edward III. found himself obliged to pay out of his own pocket for spoils committed upon his Genoese and other allies by his own subjects. About the same time (1340) occurred the battle of Sluys, which left him, at least for the moment, master of the sea. Then it was that the Admiral's court first took something of the shape in which

¹ Case 70, *infra*, p. 125.

² Case 89, *infra*, p. 78.

³ *Manship's History of Great Yarmouth*, by C. J. Palmer, vol. i. p. 258, note; the charter is Add. MSS. Br. Mus. 12606, fo. 368.

⁴ *Ib.* p. 61.

⁵ Lansdowne MSS. Br. Mus. 171, fo. 186, a letter of Ed. IV. as to usurped Admiralty jurisdiction by Norfolk and Suffolk towns.

⁶ See 2 Hen. V. c. 6; 32 Hen. VIII. c. 14; 5 Eliz. c. 5; 27 Eliz. c. 11.

we find it existing at the close of the century. Its origin was intimately connected with the claim made by Edward III. and his progenitors to be sovereigns of the sea. The phrase 'sovereignty of the sea' is variously expressed in documents of the period as 'superioritas,' 'custodia,' or 'Admirallatus maris,' and the institution of a Court of Admiralty to deal with piracy and other offences committed at sea was the outward and visible sign of the existence of the sovereignty to which the kings of England laid claim. The battle of Sluys left Edward III. in a position to enforce this claim by the institution of an Admiralty Court, of which the principal function was to keep the king's peace upon the sea. It is proposed to state shortly the evidence, drawn mainly from records connected with piracy matters, which points to the above conclusion as to the origin of the Admiralty Court.

Institution of the Court connected with claim to the sovereignty of the sea.

The history of the negotiations as to piracy claims, which took place during the latter part of the thirteenth and early years of the fourteenth century, will be more conveniently dealt with in connection with the 'memorable record' of the year 1339, entitled 'Fasciculus de Superioritate Maris' (*infra*, p. xxx). The title of 'Admiral' not being found before 1293, it seems clear that there was no Admiralty Court in the thirteenth century. Throughout the reigns of John, Henry III., Edward I., Edward II., and the early part of the reign of Edward III., matters which in later times came before the Admiral's Court were dealt with either by the common law courts, or by the Chancellor, or by the King's Council. Writs to sheriffs and others and commissions of *oyer et terminer* to deal with such matters as piracy, spoil of wreck, capture of royal fish, and obstruction to rivers are common in the Patent and Close Rolls of that period; and the Assize and Coram Rege Rolls furnish many instances of trials, both criminal and civil, of pirates and 'spoilers' according to the common law.¹ At the foot of this Introduction (*infra*, p. lxxx) are

Early jurisdiction of the Chancery and Common Law Courts in matters afterwards dealt with by the Admiral's Court.

¹ Prynne, *Animadversions*, p. 24, and Patent Rolls of Ed. I. and cites some others from the Close Ed. II.

references to the Patent, Close, and Coram Rege Rolls, showing that in the earlier reigns jurisdiction over such matters was exercised by the ordinary courts of the kingdom and not by the Admiral.

Jurisdiction
of Chancellor
in matters of
piracy and
reprisals.

The determination of matters connected with piracy, and the ownership of goods taken at sea, appears to have been from the earliest times peculiarly within the jurisdiction of the Chancellor. Sometimes the whole matter was disposed of by him, and sometimes issues as to piracy or no piracy, and as to the ownership of property and ships spoiled, were directed out of Chancery to the King's Bench or to commissioners of oyer and terminer. Such issues, returnable into Chancery, were tried by juries taken from the county next to which the spoil was committed, or from the county to which the spoiled property was brought or the spoilers came; and the juries were sometimes of 'good and lawful' men, and sometimes of merchants and mariners. The commissions direct the trial to be either '*secundum legem et consuetudinem regni Angliæ*' or '*secundum legem mercatoriam*' or '*maritimam*.' The granting of letters of reprisal and marque was also within the jurisdiction of the Chancellor. It was 'the most noble and eminent piece of the jurisdiction of the Chancery.'¹

1293.
Helemes v.
Opright.
Piracy tried
in the King's
Bench.

Helemes v. Opright is a case of the year 1293 upon a charter party, in which the plaintiff sues the defendant for non-delivery of wines. The defence is that the goods were spoiled at sea. Thereupon an order issued to the Warden of the Cinque Ports to arrest the spoilers and to bring them 'coram rege'; and the record is sent to the Justices assigned to hear cases of spoil—'*ideo recordum istud traditum est Stephano de Penecestr' et magistro Johanni de Lacy Justiciariis per dominum regem ad omnimodas querelas con-similes de depredationibus nuper in mari factis audiendas et terminandas assignatis ut in loquela ista procedant prout*

¹ Sir M. Hale's MSS. Jurisdiction of the Admiralty, Br. Mus. Hargr. 93, p. 26, citing Cl. 12 Ed. II. m. 9; Cl. 18 Ed. III. pt. 2, m. 9; Cl. 19 Ed. III. pt. 2, m. 17; Cl.

19 Ed. III. pt. 1, m. 10, 11. See also Index, tit. Piracy, as to the jurisdiction of the Chancellor in piracy, and Pat. 8 Ed. IV. pt. 1, m. 9.

de jure fuerit faciendum.' The principal case appears to have been tried before the Chancellor or the Council; the record is amongst the Rolls of Parliament.¹ In the following year (1294) a case of spoil was tried 'coram ipso domino rege—coram domino rege et concilio suo.'²

A case must here be mentioned of the year 1296-7, in which it was attempted to oust the jurisdiction of the Court of Common Pleas upon the ground (apparently) that the matter was properly triable before the Admiral. The case, *Robert de Beuso v. William Crake*, is cited by Selden (vol. iii. p. 1895) from 'my MS report of 25 Ed. I. fol. 82, b.' This MS. appears either to have disappeared or to be no longer accessible. The action was before the Common Pleas for seizing a ship at sea, the ship being afterwards brought by the spoilers to 'Holtham,' in Norfolk. Objection was taken to the jurisdiction by Mutford, counsel for the defendant, upon the grounds (1) that no certain venue was assigned, and (2) that 'il ly sont assigne Admirall de par le Roy sur la mer a oyer et terminer les pleyntes de chose fait in mer e nentendons point que vous volys a eur tolyr jurisdiction'—'there is assigned on behalf of the King upon the sea an Admirall to hear and determine matters done upon the sea, and we [the counsel for the defendant] suppose not that you are minded to curtail their jurisdiction.' The answer of Bereford, J., is as follows: 'Nous avons poer general per my tut Engleterre mes del poer des Admirals dont vous parles ne savons rien ne rien de nostre poer a eux volomus assigner si ceo ne feist per commandement le Roy de quey vous ne monstres rien, etc.'—'We have general power throughout the whole of England, but of the power of the Admirals of whom you speak we know nothing. Nor are we minded to yield to them any of our power, if it be not so done [si ceo ne feist] by command of the King, of which you show [us] nothing.' Haward, J., upon the point of venue remarks that the case is triable before them, as in the case of murder done at sea where the murderer is brought to land, when he is

1297. Case referring to the Admiral's jurisdiction.

¹ Rot. Parl. I. 125.

² Rot. Parl. I. 128 a.

as well hung as for a murder done on land—'e pend aussi ben come pur fet fet sur la terre.' It appears to be giving too much importance to these remarks of Mutford to infer from them, as does Selden, that an Admiralty Court was in existence in the year 1297.¹ The case is mentioned in Fitzherbert;² but Fitzherbert's statement of it is somewhat different from that given by Selden, and the conversation with reference to the Admiral which occurs in Selden's Year Book does not appear in Fitzherbert.

Negotiations with Flanders in 1297, and with France in 1304, with reference to piracy.

An important negotiation occurred in 1304 about the settlement of piracy claims between England and France. The records of this event are contained, together with those of the Bruges treaty of 1297, in the above-mentioned roll, entitled 'Fasciculus de Superioritate Maris,' which it will be more convenient to deal with in a later page (*infra*, p. xxx).

1308. Commission to hear French piracy claims.

In 1308³ Edward II. issued a commission to certain 'auditores' to inquire of spoils alleged to have been committed by Frenchmen upon Englishmen at sea. Amongst other things they are to inquire 'de loco depredationis et si in aliquorum visu per quos probari poterit depredatio' ('touching the place of the spoil, and if it was committed in the sight of any who can prove it'). They are also to inquire 'in cujus commodum bona fuerunt conversa et si qui alii mercatores Anglie fuerint in portu per quos occupacio bonorum posset probari' ('to whose use the goods were converted, and if there were any other English merchants by whom the receiving of the goods can be proved'); also whether the spoil was 'per costeram maris videntibus

¹ Nicholas, *History Royal Navy*, i. 399, suggests that the date of this case, 25 Ed. I., is incorrect, and that it really occurred in or after 1309, upon the ground that Bereford was not a chief justice until that year. But, beyond the fact that he takes the lead in answering the objections of counsel, there is nothing in Selden's statement of the case to show that Bereford was Chief Justice. He was a Justice of the Common Pleas as early as 1290-1.

Metingham, another judge in the case, was Chief Justice of the Common Pleas in 1289-90; and the third judge, Haward, was a Justice of the Common Pleas in 1296. Sir Matthew Hale, in his *Jurisdiction of the Admiralty* MSS. Br. Mus. Hargr. 93, says that Haward was counsel in the case. But this appears to be an error.

² Nat. Brev. tit. Avowry, 192.

³ See *Fœd.* December 1, 1308, vol. ii. p. 64; 1 Rot. Parl. p. 277.

hominibus super terram' ('by the sea shore, in the sight of men on shore'). The testimony of the seamen on board the ships was to be taken, and the procedure was to be, not according to the accustomed practice, 'secundum ordinem solitum,' but 'secundum quandam equitatem sinceram . . . per viam summarii processus' ('according to mere equity . . . and by way of summary process').

In 1309 a letter from Philip IV. of France to Edward II. requiring restitution of goods seized by Englishmen at sea is endorsed by the English king to the effect that the Chancellor is to do justice in the matter.¹ In 1311 Edward II. threatens Philip with letters of marque and reprisal in consequence of spoils committed on Englishmen at Craudon² in Brittany.³

1309. Piracy claim referred to the Chancellor.

In or about 1313⁴ justices were appointed to settle piracy claims made by Flanders. They are directed to inquire of the matter 'by the oath as well of native and foreign merchants as of other honest and lawful men of the libertys of our Cinque Ports and also of diverse counties of the said kingdom [of England] and of the adjacent parts by whom the truth of the matter may be better known and also by letters and instruments and in other ways and manners whereby they may better expedite it; and they are directed to hear and determine it without troublesome delays according to the law and custom of the said kingdom and according to the law merchant—'secundum legem et consuetudinem dicti regni et similiter legem mercatoriam absque dilatione morosa.' It appears that the Flemings refused to sue before the justices,⁵ and Edward II. declined to provide any other tribunal.⁶ The subsequent negotiations are described below, p. xxii.

1313. Commission to justices to hear piracy claims by Flemings; the Flemings refuse to appear before the justices.

In the next year, 1314, the only answer given to a petition by French merchants who had been spoiled, and who were petitioning the king for redress, is that they must sue at the common law.⁷ In this and the following year

1314. French piracy claimants directed to sue at the common law.

¹ *Lettres de Rois*, vol. ii. p. 32.

⁵ *Fœd.* June 19, 1313.

² As to this place see *infra*, p. xxii.

⁶ *Fœd.* Nov. 16, 1313, vol. ii. p. 233.

³ *Fœd.* i. pp. 132, 146, 149.

⁷ Rot. Parl. I. 406; *ib.* 413.

⁴ *Fœd.* May 1, 1313.

(1315) there are records of a case of spoil being tried before the Chancellor, and of inquisition being ordered to be made into a charge of spoil, the return to be made into Chancery.¹ In these and other cases of about the same period the proceedings begin by petition to the Council.² In one case,³ where justice in the foreign court had been denied, the petition is answered as follows: 'Responsum est per Consilium, sequatur in Cancellaria et ostendat processum inde habitum et litteras testimon', si quas habeat, de defectu exhibitionis justitiæ, et tunc sequatur secundum processum etc. Et fiat ei justitia secundum consuetudinem Cancellariæ.'

1315. Spoil
of Flemings
at Orwell
haven. Mis-
feasance of
mayor and
bailiffs of
Rye.

Shortly before 1315⁴ a ship of Flanders was spoiled in Orwell haven, and the goods were taken by the pirates to Rye. A writ issued to the mayor and bailiffs of Rye to hold an inquisition. The inquiry was held and the pirates confessed the spoil, but objected that the bailiffs could not present them 'quia visum habere non potuissent.' The bailiffs so returned the writ; whereupon they received a further writ directing them to have the pirates and the spoiled goods before the king to do and receive what the king's court should order. This they neglected to do, whereupon Robert de Kendale, constable of Dover Castle, was directed to arrest the mayor and bailiffs, and also the pirates and the spoiled goods and to bring them before the king—'ad respondendum tam nobis de contemptu predicto quam prefatis mercatoribus de premissis ad faciendum et recipiendum quod de communi concilio regni regis duxerimus ordinandum.' All Flemings were shortly afterwards banished from England, and proceedings in the action were stayed, but were afterwards resumed. Nothing, however, appears to have been recovered by the complainants. The case is probably one of those which were the subject of the convention shortly afterwards entered into.

¹ Rot. Parl. I. 327, Nos. 190, 191.

² *Ib.* pp. 397 a (1321 A.D.); *ib.* p. 413 b (1347 A.D.); Rot. Parl. II. 208 a; *ib.* 430, b.

³ Rot. Parl. I. 317 b.

⁴ *Cor. Req. Trin.* 8 Ed. II. rot. 38, 111; Hil. 11 Ed. II. rot. 74; *Fed.* ii. 266, 277, 338.

In the same year¹ Robert de Kendale was hindered or prevented from holding an inquisition in the matter of spoil of a wreck on the coast of 'Aungemarays' by a riotous assembly at Rye, wherein probably the spoilers, who were seamen of the Cinque Ports, took part.

Inquisition into a case of spoil prevented by riot of the spoilers.

In 1315 a commission issued to John de Grymstede, J., and others to try Walter de Godyton for spoiling a ship of one Byger which had gone ashore on the Isle of Wight. The indictment was quashed apparently upon the ground that the presentment was by a jury not drawn from the Isle of Wight. Subsequently the accused men were tried before a jury of the island, and judgment was given for restitution of the goods and for damages. There was a writ of error, upon which, however, no further proceedings appear to have been taken; but there was a difficulty in getting execution owing to misfeasance of the sheriffs.²

1315. Mis-carriage of justice in a case of spoil of wreck.

In 1315 a Bayonese ship was being pillaged by certain Scots and Flemings, 'filii iniquitatis,' when an English fleet, 'cujus amiratus existebat dominus Botacorta,' frightened off the captors. Botacorta seized the ship and delivered her to one Gaufrredo de Santbreton. Her Bayonese owners claimed her, and the cause was transmitted by the king to Thomas de Crane, the king's secretary—'clerico regio.' Sentence having been deferred until the king's will should be declared, 'donec vestra intentio audiatur,' the Bayonese owner prays that the ship may be delivered to him.³

1315. Piracy matter referred to 'clericus regius.'

In 1316 Edward II. finds fault with his admirals, Sturmy and Getour, for allowing their ships to commit spoils—'transgressionibus illos prout ad vos pertinet nullatenus castigantes.'⁴

1316. Jurisdiction of Admiral to restrain piracy by his ships.

In 1318 Edward II. complains to Philip of France of spoil committed by the Admiral of Caley.⁵ Satisfaction had been demanded of the Constable of France—'ratione superioris custodiæ admiralli et sociorum suorum prædic-

1318. English claims against France for piracy.

¹ Rot. Parl. I. 329 b.

⁴ Rot. Scot. 9 Ed. II.

² Cor. Reg. Hil. 8 Ed. II. rot. 83; *ib.* rotuli 20 and 111.

⁵ Fæd. ii. pt. 1, 373, Sept. 10, 1318.

³ Fæd. March 4, 1315.

torum per dominum Ludovicum tunc regem Franc' et Navarr' fratrem nostrum carissimum, sibi commissæ perti-
nuit in hac parte,' but without success.

1320. Treaty
with Fland-
ers as to
settlement
of piracy
claims by
arbitration;
provisions as
to law and
procedure.

Negotiations between England and Flanders about spoils committed at Orwell, Craudon in Brittany, and elsewhere, had begun in 1309, and were pending for some years afterwards.¹ In 1319 they engaged the attention of the king and parliament.² Ultimately, in 1320,³ the claims were referred to judges or arbitrators appointed by each country. They were directed to try the cases 'selonc la lei et la custume de la terre et la lei marchaunde'—'according to the law and custom of the land and the law merchant.' The convention contains the noticeable statement assented to or made by the Flemish envoys, that the king of England was lord of the sea and that the piracy was committed upon the sea within his power—'il est seigneur de la mer et la dite roberie fut fait sur la mer dans son poer.' Craudon,⁴ where some of the spoils were committed, is upon the Atlantic seaboard of Brittany, so that the admission by the Flemish envoys of the rights of the king of England over the sea related to the territorial waters of Brittany and not to the waters of their own coasts. This arbitration appears to have had no satisfactory result.

The special directions as to the law to be applied, the procedure to be used, and the character of the proofs to be required, which were contained both in the reference to the arbitrators between the French and the English in 1308, and to the arbitrators between the Flemish and the English

¹ *Fæd.* Aug. 3, 1309; May 11, 1313; July 28, 1317; Sept. 13, 1317; May 20, 1318; July 13, 1318; Jan. 29, 1319; Aug. 14, 1320.

² Rot. Parl. I. 356-359.

³ *Fæd.* Oct. 13, 1320; Dec. 13, 1320.

⁴ 'Craudon in costera maris Britannie,' *Fæd.* ii. 132. It is the modern Crozon, a village near Brest roads. The roadsteads in the neighbourhood of Cape S. Mathieu, the most westerly point of Finisterre and Brittany, were much resorted to

by vessels bound up Channel for shelter during easterly winds; and the locality is frequently mentioned in documents of this period, sometimes as 'the Trade,' or 'the Trade of St. Matthew'—'in loco vocato la Trade Sancti Mathæi,' Cl. 11 Ed. III. pt. 2, m. 2; *Fæd.* ii. pt. 2, 1008, prints *le Trade* wrongly. This name was perhaps an English corruption of 'le Raz de St. Mathieu'; see Littré, tit. Raz. See also Cal. Rot. Pat. Ed. III., 1327-1330, p. 168; and *infra*, p. xxv, note 4.

in 1320, were probably given in consequence of the miscarriage of justice which resulted where piracy was tried by a jury in the common law courts. There are many instances of such miscarriage. Where the spoil was by foreigners upon Englishmen there appears to have been less difficulty in obtaining judgment. Thus in 1322 Walter Aken, in the King's Bench, recovers damages for spoil at sea by Flemish pirates.¹

In 1321² a treaty is entered into with John of Brittany for the settlement of piracy claims by arbitrators—'a ce amender civilement.' It is provided that the procedure is to be 'somerement et de plantz,'—'summary and straightforward.' The same expression is used to describe the procedure of the Admiralty Court in the Admirals' patents of the sixteenth century.

1321. Treaty with Brittany as to settlement of piracy claims by arbitration; law and procedure to be applied.

In 1321, and again in 1323, Edward II. complains to the kings of France of the capture of an English ship by one Berengarius Blanchus, guardian or admiral of certain ships—'custos seu admirallus quarundam navium'—of Louis, late king of France, and of the denial of justice by France.³

1321. Complaints against France as to denial of justice to English claimants in piracy cases.

The petition which was presented to the king and his Council by the owners of the Bayonese ship that had been driven ashore on the coast of Angoumois and spoiled by men of Rye (*supra*, p. xxi) was answered by an order that Henry de Cobham, the new constable of Dover, should do speedy justice in the matter.⁴

In 1323, or shortly before, a serious fracas occurred at Southampton between the servants of John de Lisle and the crews of certain Venetian galleys. Some of De Lisle's men were killed; but the matter appears to have been arranged by the payment to De Lisle of a sum of money, and by the king granting a pardon to the Venetian

1323. Fracas at Southampton between the crews of Venetian galleys and Englishmen.

¹ *Cor. Reg. Mich.* 15 Ed. II. rot. 142.

² *Fœd.* ii. pt. 1, p. 456.

³ *Fœd.* 25th August, 1321; 20th January, 1323. In the early records

'custos' and 'custodia' are used frequently as equivalent to 'admirallus' and 'admirallitas.'

⁴ Rot. Parl. I. 329 b.

prisoners in respect of the criminal offence—'quatenus ad sectam nostram.'¹

1323. Spoil
of a ship of
Placentia;
inquisition
by the
Admiral;
suit in the
King's Court
of Bristol.

In 1323² complaint was made to Edward II. that a ship of Placentia had been spoiled at sea by one of Bristol. Thereupon the king ordered the admiral to hold an inquisition, and, if it should be proved that the spoil had been committed, to seize the captured ship and goods, and to restore them to their owners. The inquisition was held and the spoil proved. A writ was thereupon issued by the king addressed to the sheriff of Gloucester, directing him, with the assistance of the mayor and bailiffs of Bristol, where the spoilers and their ship were found, to arrest them and their ship, and to have justice done to the complainants in the court of the mayor and bailiffs at Bristol. The case was there tried before a jury of merchants and mariners—'prout de jure et secundum legem mercatoriam foret faciendum'—and judgment was given for the complainants. There was some delay in executing the judgment against the lands and goods of the defendants, and a writ of certiorari issued directing the Bristol court to send to the King's Court the process in the case. The writ and the return containing the proceedings before the Bristol court are amongst the Coram Rege Rolls.³ It would appear that the functions of the admiral at this period were confined to holding the inquisition in obedience to the king's writ, and to the exercise of a power to arrest the pirate ship. It is evident that he had no power to issue execution against the goods of the pirate ashore.

1324. Com-
plaints by
king of
Aragon of
denial of
justice in
piracy cases.
Answer of
Edward II.

In the year 1324 Edward II., in answer to complaints made by the king of Aragon of delay in obtaining justice in a matter of piracy, says that the merchant who was spoiled, one Peter Jacobus, had failed to give the names of the spoilers, and that although he has appointed justices to try the case it is still undecided by reason of difficulties which have intervened—'propter difficultates quæ inter-

¹ *Fœd.* ii. 514, 546; *Cal. State*
Pap. Venet. 1202-1509, pp. 5, 6.

² The spoiling of another ship of
Placentia in 1323 is complained of

by Pope John XXII., *Fœd. Rec. Ed.*
ii. p. 511.

³ *Cor. Reg. Trin.*, 18 Ed. II. rot.
18, Rex.

venerunt'; and that the law of England does not allow anyone to be condemned for a crime unless he is convicted of it. He refused to adopt the practice of Spain, which was that reprisals by way of arrest—'licentia pignorandi'—were granted upon proof in the Spanish courts of the spoil complained of.¹ Again, in 1325, a similar excuse is made by Edward II. for a miscarriage of justice in a matter of piracy.²

A petition presented to the Council in 1325 by Thomas Rente, whose ship had been robbed at sea by men of Yarmouth, shows what was the customary mode of procedure in such cases. It is referred to the Chancellor in order that he may inquire into the matter and certify the king thereon:—'*Videtur Consilio quod executio hujus petitionis spectat ad officium Cancellarii; ideo tradatur Cancellario. Seït mande a balli q'il seït en Chancelrie ou qe la Chancelrie seït la terce jour de Nowel de certifier le roi de la cause de la prise de la noef et des biens qe deinz furent trovez et de la value et des totes autres circumstaunces q'appendent a la boscoigne.*'³

1325. Piracy. Petition to Council referred to Chancellor to certify the king thereon.

In 1327 off Brest, at the place called the Trade of St. Matthew,⁴ an English ship was seized and her crew slain by Frenchmen. Her owner petitioned the Council. The answer was that the matter be referred to Chancery, where 'right was to be done according to the law used in case of arrest.' Two other cases of the same date are referred to, in which the goods of foreigners were arrested in consequence of the English petitioners being unable to obtain justice in the foreign courts.

1327. Piracy by Frenchmen upon an English ship off Brest; reference of the petition to the Chancellor; arrest of French goods.

In 1327⁵ there was a commission to Robert de Drayton and John Perbroun to inquire into a case of piracy and murder. The commissioners are directed to certify the result to the king that he may have justice done '*secundum legem et consuetudinem regni nostri.*' This John Perbroun was appointed admiral in 1328. The return of the

1327. Inquisition into a case of piracy and murder; trial at common law.

¹ *Fad.* ii. pp. 568, 590.

² *Ibid.* p. 608.

³ Rot. Parl. I. 433.

⁴ Said to be in the sea near Normandy; Rot. Parl. II. 435; as to its locality, see *supra*, p. xxii., note.

⁵ Rot. Pat. 20 Ed. II. m. 13 d.

inquisition appears to have been made into Chancery, and the persons indicted to have been tried before the common law courts.

1323. Piracy tried at common law; jury of merchants, mariners, and others; difficulties arise in obtaining restitution.

In 1328¹ Roger Hurm and Richard Cockle sued certain French pirates at common law, and proved by the oath, as well of merchants using the sea as of other honest and lawful men of the county of Southampton, that the pirates had seized their goods. In a writ to the sheriff of Southampton he is directed to arrest French goods, 'because on account of some doubts that have arisen in the aforesaid matter it cannot be discussed and determined before [the sitting of] our present parliament'—'*quia . . . propter aliquas difficultates quæ in negotio prædicto emergerunt idem negotium non potest ante instans parlamentum nostrum discuti et terminari.*'

1333. English goods arrested as security for restitution of French goods spoiled by Englishmen.

In 1333² Edward III. writes to the king of France about an arrest in France of English ships under the following circumstances:—Some Englishmen of Dover had salvaged a cargo of herrings from a French ship, and had kept one-half of the cargo as being due to them by custom for their services; alleging that it was the law that the cargo salvaged should be so dealt with—'*inter dictos mercatores vestros et ipsos prout moris est in casu hujusmodi pro medietate dividenda.*' The Frenchmen refused to receive half the cargo; whereupon the king, at the suggestion of the Frenchmen, directed the Warden of the Cinque Ports to do justice in the matter—'*unde nos ad suggestionem dictorum mercatorum vestrorum in Cancellaria nostra de injuria sibi facta conquerentium mandavimus custodi Cinque Portuum nostrorum quod super præmissis plenius inquirat et eisdem mercatoribus vestris celerem justitiam exhiberet.*' Edward III. remonstrates with the French king concerning the action of the French courts in ordering, at the instance of the French owners, an arrest of English goods.

1333. Difficulties with Spain in consequence of spoils by Englishmen.

In the same year, 1333, Edward III. is in correspondence with Alfonso, king of Castile, about letters of marque which he had issued to a Spaniard who had been spoiled at sea

¹ *Fœd.* Sept. 19, 1328. ² *Fœd.* Feb. 11, 1333; Cl. 7 Ed. III. pt. 1, m. 23 d.

by Englishmen. The Spaniard, as the English king alleges, would not sue for redress in the English courts or give the names of the pirates.¹

In 1335 Edward III. is corresponding with the dukes of Brittany and Normandy and also with the king of France about piracy cases,² and commissioners to treat with France were appointed.³

And with France.

In 1338⁴ the king directs Roger Norman to release one Gomyz, a Spanish envoy, who had been seized by Jacob Dote, captain of the Margerie of Southampton, and to restore a cargo of iron and some letters of the king of Spain captured in Gomyz' vessel — 'considering that the seizure and detention of the said envoy and of the letters were committed not only in violation of law but also in contempt and to the wicked dishonour of us [the king] and desiring to provide a speedy remedy in that behalf'— 'Nos considerantes captionem et detentionem bonorum dicti nuncii et literarum hujusmodi nedum in juris injuriam sed in nostri contumeliam et dedecus perperam attemptatas et proinde volentes festinum apponere remedium in hac parte.'

1338. Arrest of spoilers of Spanish ships as for 'contempt.'

In the same year, 1338,⁵ the same Roger Norman and two others are appointed to inquire as to ships of the Count of Gueldres which had been spoiled 'to the danger of us and of our faithful allies, and to the grave damage and manifest dishonour of us'— 'in nostri ac nostrorum fidelium nobiscum assistentium periculum nostrique grave damnum et dedecus manifestum.' The writ adds that the king is about to leave the kingdom, and fears that he may have to satisfy the claims himself. The commissioners are directed to ascertain the names of the spoilers by the oaths of merchants, mariners, and other honest and lawful men of the county of Southampton, to arrest them and the spoiled goods, and to certify the result to the king. Similar writs

1338. And of spoilers of Flemish ships.

¹ *Feod.* Ap. 24, 1333; Oct. 6, 1333.

² *Feod.* May 6, 1335; July 2, 1335; July 6, 1335.

³ *Feod.* July 18, 1335.

⁴ *Feod.* Jan. 4, 1338.

⁵ *Feod.* Aug. 18, 1338.

are addressed to Thomas de Drayton, the admiral, and to others.¹

Payments made by Edward III. to Genoese who had been spoiled by Englishmen.

The reference in this writ to the danger of the king having to satisfy the claims of his allies out of his own purse is emphasised by a record of the same year, 1338, to the effect that he had himself paid the Genoese owners a sum of money by way of compensation for the spoil of a Genoese galley in the time of Edward II.²

In 1330 he had paid 152*l.* to the Bardi for the spoil of a cargo of wool in a ship sailing from Southampton to Flanders;³ and in 1336⁴ he had compromised another claim of Genoese merchants by a like payment 'out of grace.'

In 1342 he states that he had paid 10,000*l.* to the Genoese for spoils committed on them;⁵ and in 1354 he assigned to Genoese who had been spoiled the duty upon 1,000 sacks of wool as a recompense.⁶

1339. Commission of oyer and terminer in a piracy case; the jury to ascertain the names of receivers of spoiled goods.

In 1339 a case of piracy occurs off the Isle of Wight.⁷ Criminal proceedings are instituted in respect of the piracy against the spoilers—'*pacis nostræ perturbatores supra mare . . . ex opposito villæ nostræ Southampton prope insulam vestram*'—but the object of the proceedings appears to have been mainly to recover the spoiled goods or damages. The commissioners are directed to inquire by the oath of jurors of the county—'*proborum et legalium hominum de comitatu prædicto*'—into whose hands the spoiled goods had come, and to try the trespass by the common law—'*ad eandem transgressionem audiendam et terminandam secundum legem et consuetudinem regni nostri.*' The jury find that the goods of Spanish and Portuguese merchants had come by purchase and otherwise to the hands of certain persons specified, who were aware of the piracy—'*sciendo prædictam transgressionem de eisdem bonis et mercimoniis*

¹ *Ibid.* One of these writs addressed to Robert Hovel, with nine inquisitions taken by him, is Queen's Rem. Roll, Navy, 201.

² *Fæd.* Jan. 3, 1338.

³ Calendar, Rot. Pat. Ed. III. 1327-1330, p. 520.

⁴ *Fæd.* July 4, 1336; Oct. 16, 1336.

⁵ *Fæd.* ii. 1185.

⁶ *Fæd.* July 8, 1354.

⁷ *Ass. Roll.* 12 Ed. III. Suth.; cf. *Ass. Roll.* 17 Ed. II.

prædicto Nicholao . . . perpetrata fuisse.' It does not appear what was the result of the proceedings.

In 1339¹ a commission issued to Sir John de Stonore, John de Stures, and John de Hampton to try a case of piracy committed by Englishmen upon some Spanish, Portuguese, and Catalan merchants in Southampton water. The commission recites that foreign merchants were deterred from bringing their goods to England in consequence of the losses they suffered from pirates, and proceeds to appoint Stonore, Stures, and Hampton justices to inquire by inquisition or otherwise of spoils committed by sea or land, in the county of Southampton, upon merchants of foreign countries in amity with England, to arrest the spoiled goods and restore the same to their owners, and to compel the spoilers, if the goods were not forthcoming, to make satisfaction in damages; and, further, if a jury of the county could not be obtained, to inquire by the oath of merchants, mariners, and other strangers living near the places where the piracy was committed—'per sacramentum mercatorum marinariorum et aliorum forinsecorum dictis locis ubi mala predicta fuerint perpetrata propinquiorum per quos rei veritas melius sciri poterit si forte aliqui homines portuum villarum et locorum comitatus ejusdem coram vobis venire recusaverint;' and, further, if the people from the localities from which the pirates came or to which the spoiled goods were taken did not assist in the inquiry or threw any difficulties in the way, the justices were directed to distrain upon the goods of the inhabitants of such localities until restitution was made to the plaintiffs according to the common law—'secundum legem et consuetudinem regni nostri.' The record goes on to state that a jury came and returned a verdict specifying the names of the spoilers and the goods that had come to the hands of each; execution was directed to issue against the persons named, but there was a return of 'non sunt inventi,' and it does not appear that the plaintiffs recovered anything. A John de Graunger was one of the defendants,

1339.
Another
commission
of oyer and
terminer;
restitution
or damages;
distrain
upon local-
ties harbour-
ing the
pirates.

¹ Ass. Roll. 12 Ed. III. Suth.

and probably the piracy was the same as that in Muchel-devere's case mentioned below (p. xxxviii).

1339. The
'Fasciculus
de Superiori-
tate Maris';
its contents.

The 'memorable record,' known as 'Fasciculus de Superioritate Maris,'¹ belongs to the year 1339, and must now be described.

The docu-
ment printed
by Coke and
Selden; its
origin and
character.

The membranes contained in this roll are seventeen in number, and the handwriting is that of the early part of the fourteenth century, to which period internal evidence shows that the documents belong. One of the best known of these documents has been printed by Selden in his 'Mare Clausum,'² by Lord Coke in his Fourth Institute, tit. Admiralty, and is referred to by Prynne in his 'Animadversions.'³ It claims that the Admiral of the king of England, and in his absence the mariners of England from time immemorial, have had jurisdiction over, and have taken cognisance of, trespasses and other matters done upon the sea of England. The history and authority of this document have given rise to much discussion. It is written on small, somewhat ragged and unimportant-looking membranes; it is unsigned and unsealed, and is certainly not an original document, for there are four copies in terms almost but not exactly identical.

Protest by
English en-
voys of 1304
against the
claim by
Reyner
Grimaldi to
be Admiral
of the Sea
on behalf of
France.

There is extant in the Record Office a document⁴ which leaves no doubt as to the history and origin of the membrane contained in the 'Fasciculus' which is now under discussion. It appears, however, to have escaped the notice of Coke, Prynne, Selden, Nicholas, and others who have discussed that memorable record. Disputes between English and French subjects touching depredations at sea were, in 1304, shortly after the peace of 1303, submitted to a commission of 'auditours' or arbitrators appointed partly by the king of England and partly by the king of France.⁵ The roll in question (Chancery Miscell. $\frac{1}{2}$) contains the case of the English merchants, together with the

¹ Chancery Miscell. $\frac{1}{2}$.

² Lib. 2, c. 28; Selden, fol. ed. vol. i. pt. 2, pp. 1396-1400; *Mare Clausum*, p. 275; *Dominion of the Sea*, p. 416, cap. xxvii., xxviii.

³ P. 109.

⁴ Chancery Miscell. $\frac{1}{2}$.

⁵ See *Fred.* i. p. 961.

answer of the French defendants. The depredations complained of took place between the years 1297 (or perhaps earlier) and 1304; and the defence of the French spoilers as to the depredations committed after 1303 is that they were committed under the orders of one Reyner Grimaud,¹ or de Grimaus or Grimaldi, who, as the complainants assert, 'se tient Amiral de la mier,' and who, the defendants say, 'estoit Amiral de la mer et maistre de touz les autres'—meaning of the other alleged spoilers. The defendants say further that Grimaldi was acting under the orders of the French king, and that he seized the English ships because they were consorting with and assisting the Flemings,² who were then at war with him. The English ships seized were, in fact, carrying goods to Brabant, and had on board, amongst other things, bills of exchange and money for Flemish merchants at Antwerp. The membrane of the 'Fasciculus' referred to in the last page purports to contain the joint address of the proctors for the English and French merchants to the arbitrators or 'auditours,' protesting against Grimaldi's claim to the Admiralty of the sea of England. It seems, however, to be evident that it was the composition of the English proctors alone; for it can hardly be supposed that the French proctors would have voluntarily made the damaging admission that the admiralty or sovereignty of the sea belonged to England and not to France. The roll Chanc. Miscell. § is not complete, but enough of it remains to show that the true account of the matter is as is above stated. One of the English claims contained in it is against Grimaldi himself; there are several other claims, and it is in the answer of some of the French defendants that occurs the assertion of Grimaldi being the Admiral, and their defence upon the ground above stated—namely, that in seizing the English ships they were acting under the orders of Grimaldi and in

¹ Grimaldi was a Genoese in command of sixteen Genoese galleys then in the service of France. (Selden, *Dominion of the Sea*, p. 427.)

² The king of England treated ships trading with his enemies in the same way; see Q. R. Mem. Roll, 23 Ed. I. m. 81.

exercise of the French king's right to seize English ships carrying goods to his enemies the Flemings.

Long-pending French piracy claims; negotiations of 1297, 1304, and 1339.

Negotiations touching the settlement of French piracy claims began at least as early as 1293. In that year Edward I. of England writes to Philip IV. of France that he is sending the bishop of London, Sir Roger Brabazon, and William de Grenefeld or Grenefeld, professor of civil law, as commissioners to arrange the terms of a settlement.¹ Again, in 1297, Edward I. and Philip IV. are corresponding as to the settlement of similar claims by and against mariners of Bayonne and Normandy. In these negotiations Richard de Graveshende, bishop of London, is acting on behalf of the king of England. He proposes that, for the settlement of the claims, one of three alternative courses shall be adopted—namely, treaty, ordinance, or arbitration. Two copies of this correspondence are printed in '*Lettres de Rois*,'² and one copy differs materially from the other. The former copy has an endorsement, written apparently in the reign of Edward III., which is of some significance in connection with the authenticity of the document above mentioned (*supra*, p. xxx), contained in the '*Fasciculus*.' It is in these words: '*Tres viæ procedendi per Ricardum de Graveshende quondam episcopum Londonensem oblatæ Francorum regi super dampnis datis in mari et in terra Vasconiæ ad finem conservationis juris coronæ Angliæ quoad retentionem antiquæ superioritatis maris Angliæ et juris officii Admirallatus in eodem et antiquæ superioritatis terræ Vasconiæ.*' The '*tres viæ*' of Richard de Graveshende are again referred to in a document³ also contained in the '*Fasciculus*,' part of which is printed by Lord Coke in his Fourth Institute, tit. Admiralty. This last-mentioned document (containing an apocryphal statement as to the laws of Oleron having been made at Oleron by King Richard I. upon his return from the Holy Land) is dated 12 Edward III., and contains directions to three '*clerici*'

Another document in '*Fasciculus*' printed by Coke; commissioners appointed by Edward III. to advise as

¹ Royal and other letters, Rec. Off., No. 1367; printed in *Lettres de Rois*, i. 404. now to be found at the Record Office.

² *Lettres de Rois*, i. 424; not ³ Beginning with the words '*Item ad finem.*' It is marked, in pencil, '7.'

named in it to advise the king as to the settlement of piracy claims, the preservation of peace, and the maintenance of the king's sovereignty of the sea and of his office of admiralty therein. A copy of the commission to these clerici (memb. 8) is contained in the 'Fasciculus'; their names were Adam Murimouth, official of the court of Canterbury, Richard de Cheddesleye, dean of the church of the blessed Mary of the Arches, London, and Henry de Iddlesworth, canon of St. Paul's.

to the trial and settlement of French piracy claims.

The negotiations as to the French piracy claims were pending in 1329. In 1330 they were resumed, and the commissioners were directed that if anything had in the interval been done by the king's court contrary to the truce they were to set it right. It is mentioned that as to certain fresh claims made by Philip V. a serious difficulty had arisen—'non modica sit orta materia questionis.'¹ In 1334 the negotiations were again broken off,² but they were renewed in 1336.³ In 1337 Edward was at war with France, and in 1340 the battle of Sluys was fought. It is therefore probable that the French claims were never settled. The assertion of admiral jurisdiction put forward in the document first mentioned seems to have been a mere claim put forward by the proctors for the English claimants of 1304, perhaps never presented to the arbitrators, and almost certainly never accepted by them or acquiesced in by the French parties to the arbitration.

1339 Failure of attempt to settle French and English piracy claims by arbitration.

Another document contained in the 'Fasciculus' is the (copy) treaty made by Edward I. with Count Guy of Flanders in 1297.⁴ This has been already referred to as that in which William de Leybourne is for the first time styled 'Admiral of the sea of the king of England.' Annexed to the copies of this treaty is the document of which part (beginning with the words 'A la fin que veues, &c.') is printed by Lord Coke in his Fourth Institute, tit. Ad-

A third document contained in the 'Fasciculus': the Bruges treaty of 1297, acknowledging the claim of England to the Sovereignty of the Sea.
A fourth document

¹ *Fœd.* April 22, 1329; February 5, 1330.

1336; *Chancery Miscell.* ⁵/₁₀.

² *Fœd.* November 5, 1334.

⁴ *Fœd.* March 8, 1297. *Fœd.* i. 861; *supra*, p. xii.

³ *Fœd.* July 18, 1335; July 6,

contained
in the
'Fasciculus,'
also printed
by Coke;
reference to
commission-
ers to advise
Edward III.
as to the trial
and settle-
ment of
Flemish pi-
racy claims.

miralty.¹ It contains references to ordinances and treaties made by Edward II., Edward I., Henry III., Richard I., and John with Flanders, Spain, and France, all dealing with piracy;² and it speaks of the difficulties which the king frequently experienced in satisfying his subjects and allies in respect of depredations committed in breach of these treaties. It is addressed to envoys or commissioners appointed to deal with piracy claims made by Flanders; and the date is probably about the same (1339) as that of the document above mentioned, which refers to the French claims. It directs the commissioners to consider the 'coustumes' by which such matters were to be decided, referring probably to the Bruges treaty of 1297, in which a similar phrase occurs, and it further directs them to have regard to the maintenance of the king's sovereignty of the sea of England. The Flemish claims appear to have been still unsettled in 1335,³ notwithstanding the treaties of 1297 and 1320.

Claim of
England to
Sovereignty
of the Sea
asserted by
institution
of the
Admiral's
Court for
trial of pi-
racy and
spoils prob-
ably soon
after the
battle of
Sluys in 1340.

The claim of the king of England to the guardianship or admiralty of the sea was not made by Edward III. for the first time. His father appears to have made a similar claim, for in 1322 the king of France, writing to Edward II., states that depredations had been committed upon French ships by English mariners 'qui se dicunt esse custodes maris ex parte vestra.'⁴ Whether France after the battle of Sluys or at any time assented to this claim does not appear; but in 1372 a petition to parliament⁵ contains the statement that then and in times past all countries held and called the king of England 'King of the Sea'—'touz les pays tenoient et appelloient nostre avan dit seignour le Roi de la mier.' A similar title, 'Lords of the English sea on every side,' appears in a patent⁶ of 1337, and in the Parliament Roll of 1420.⁷

¹ P. 144. Coke's version is not entirely accurate.

² Transcripts of some of these are contained in the *Fasciculus*—viz. the treaty of 1283 with France; of 1292 with Spain; and of 1297 with Flanders.

³ *Fœd.* October 6, 1333; May 16, 1335.

⁴ *Fœd.* ii. 475.

⁵ Rot. Parl. ii. 311, 46 Ed. III. m. 2, art. 6, no. 20.

⁶ Rot. Scot. 10 Ed. III. m. 16.

⁷ Rot. Parl. 8 Hen. V. m. 3, art. 6.

The explanation, therefore, of the 'Fasciculus,' it is submitted, may be as follows. From the time of king John downwards the kings of England had been continually troubled with claims made by neighbouring countries in respect of piracies committed by English mariners. The most troublesome of these had been those by France and Flanders, and from 1293 to 1337 various attempts had been made to settle these by arbitration and otherwise. All these attempts appear to have failed, and on the eve of the war with France in 1337 Edward III., troubled, as we have seen, by piracy claims made by his allies the Flemings, and by claims of Genoese and Venetian merchants which he had been obliged to compromise by payments out of his own pocket, determined to devise some other means of dealing with the matter. The pending claims of France were put an end to by the war, and those of Flanders had to be attended to in order to conciliate his allies the Flemings in the coming struggle with France. What the issue of the commission appointed in 1339 was we do not know; no record exists, so far as the present writer is aware, of the advice given to the king by Muri-mouth and his two colleagues. It may be conjectured that the report of the 'Justiciarii' and 'Clerici' resulted in the erection of a Court of Admiralty. In the interval between the appointment of that commission and 1357, when we find a reference to proceedings 'coram Admirallo,' had occurred the battle of Sluys. That battle destroyed the fleet of France and for the moment at least affirmed the claim of the king of England to the sovereignty ('Superioritas,' 'Custodia,' 'Admirallitas') of the sea. The Flemings, we have seen, appear to have acquiesced in that claim so far back as 1297.¹ In 1304 a similar claim made by France was the occasion of the formal protest which appears in the 'Fasciculus,' and probably led to the breaking off of the negotiations with France. The claim is asserted in two documents issued by Edward III. in 1336.² It is not un-

¹ *Supra*, p. xii.² Rot. Scot. 442; *Fæd.* ii. 953.

reasonable to suppose that after the battle of Sluys Edward III., acting upon the advice of the commissioners of 1339, extended the jurisdiction of the Admiral, which had up to that date been mainly disciplinary and administrative, so as to enable him to hold an independent court and administer complete justice in piracy and other maritime cases. Other records pointing to the same conclusion are mentioned below.

Evidence from the 'Fasciculus' that piracy was not tried before the admiral before 1339.

The interest of the documents contained in the 'Fasciculus' in connection with the history of the Admiralty Court consists partly in the evidence which they afford that previously to the middle of the fourteenth century cases of piracy between English and foreign seamen were tried before special tribunals appointed for the purpose, and not before the Admiral or in a court of Admiralty. Trials before commissioners of oyer and terminer and a jury appear to have been unsatisfactory and to have frequently resulted in a miscarriage of justice; this will appear more clearly from the accounts of some of these trials which are given below. There are records of the thirteenth century, still earlier than those above mentioned, of correspondence between the kings of England and of France upon the same subject of piracy claims; and in none of this correspondence is any mention made of an Admiralty Court or of an Admiral. The correspondence referred to was between Henry III. of England and Louis IX. of France and occurred in the years 1263 and 1265.¹

Similarity of processes in piracy claims before arbitrators to those of the Admiralty Court.

It is worthy of notice that the form of the processes or pleadings in the cases submitted to the arbitrators appointed after the peace of 1303 are very similar in form to that of the earliest Admiralty Court cases that are printed below.

1341. Commissions of oyer and terminer; piracy tried at common law.

In 1341,² a commission issued to Courteneye and others to inquire into a case of piracy against a French ship—'in nostri contemptum,' with directions to do justice according to the common law—'secundum legem et consuetudinem Angliæ ad sectam nostram.' In the same

¹ See *Lettres de Rois*, i. 146, 147, 149.

² *Fœd.* 18th Jan. 1341.

year are notices of spoils committed upon and by French and Spanish ships.

In 1342 a writ de intendendo was issued in which it was recited that Robert de Morley, admiral of the northern fleet, and two others had been assigned to make inquisition by the oaths of jurors from the county within the jurisdiction of the admiral, 'per sacramentum proborum et legalium hominum de comitatu in balliva prædicti Admiralli,' concerning the spoil of the 'Tarryce' or 'Tarryt,'¹ a ship of Flanders, and to certify the names of those to whose hands the spoiled goods had come.² The record next cited shows that the spoilers were tried before the justices. Upon the Coram Rege Rolls of 1342 and 1343 there are four cases of spoil of the 'Tarryt' upon the high sea—'in alto mari inter costeras Angliæ et Flandriæ.' Juries of Norfolk presented Malyn, Hugo de Reppes, and others for the piracy, and they were tried upon the criminal charges 'in secta pacis suæ quæ ad ipsum [regem] pertinet.' In Malyn's case a writ of supersedeas issued. De Reppes, Hugo de Panton, and two others were pardoned upon their producing the certificate of the admiral that they had equipped ships and had gone to serve the king in his expedition to Brittany. A letter from the king is upon the roll directing the justices to stay proceedings against the accused upon their producing the admiral's certificate to the above effect. The certificate (in French) of the admiral, Robert de Morley, follows; and the statement that Malyn and his companions were liberated.³ This case was perhaps the cause of the singular provision as to the effect to be given in law to the admiral's certificate⁴ contained in a part of the Black Book of the Admiralty which appears to have been compiled soon afterwards. In De Reppes' case the king compromised with the Flemish owners of the

Case of the 'Tarryt'; pardon of spoilers upon their supplying ships to aid the king; effect to be given to the admiral's certificate.

¹ *Sembla*, a Genoese galley: cf. *Feod.* iii. 907, 'duæ cochæ sive taritæ.'

² *Rot. Pat.* 16 Ed. III. pt. 2, m. 35 d.; *ib.* m. 34, the Commission.

³ *Cor. Reg.* 16 Ed. III. Trin. rot.

25; De Reppes' case is 17 Ed. III. Trin. rot. 14; 17 Ed. III. East. rot. 5; Panton's case, *ib.* rot. 28; *ib.* rot. 36, is a similar case.

⁴ Vol. i. p. 54 (Rolls Series ed.); *infra*, p. xlv.

goods spoiled by payment of a sum of money out of his own pocket. Hugo de Panton was indicted and tried for receiving part of the spoil of the same ship, the presentment of the jury being that she was spoiled by unknown men, and that Panton was not present at the spoiling. He was tried and acquitted. Richard de Sohan and others were also tried for spoiling of the 'Tarrit.' They pleaded autrefois acquit, vouching a record of 15 Ed. III. Trin., and appear to have been discharged.

1343. John de Mucheldevere's case; conviction of one who had received spoiled goods as an accessory to the piracy quashed because the principals not convicted.

In 1343 John de Mucheldevere was convicted before Lymboldeneye, J., of receiving goods which had been spoiled at sea by Graunger, and of being accessory to the piracy. The conviction was afterwards quashed upon a writ of error upon the ground that Graunger, the principal, had not been convicted, and that Mucheldevere was not indicted for piracy. Mucheldevere was, however, remanded in order that the court should consider whether he should be indicted as a principal for the piracy.¹

1343. Constable of the Tower delivers over pirates to be tried at common law.

In the same year, 1343, Sir John Beauchamp, Constable of the Tower, was ordered to deliver to the Justices certain pirates whom he had in custody. Some of them were tried by the Justices and hung, others were pardoned.² This appears to be one of the last cases in which pirates were tried and convicted upon the criminal charge at common law.

1343. Trial of pirates before the Council.

In the same year (1343)³ there is evidence that piracy claims were tried before the Council. Together with a correspondence with Alfonso of Spain upon piracy matters there is a letter to the king of Aragon to the effect that Edward III. of England had commanded his Chancellor and Council to call the parties before them and to do justice in a matter of alleged piracy; further that the judgment was that the alleged spoil was a case of lawful prize, and

¹ Cor. Reg. East. 17 Ed. III. rot. 83. Graunger appears afterwards to have been convicted and pardoned; Cor. Reg. East, 18 Ed. III. rot. 34. In later days it was held that, piracy not being a felony tri-

able at common law, there could be no accessory. See Coke, Third Inst. p. 112.

² Cor. Reg. Trin. 16 Ed. III. rot. 25.

³ *Fæd.* 19th July, 1343.

that by the law maritime, the goods belonged to the captors —‘*juxta legem maritimam esse sua.*’

In 1351¹ another commission is appointed to deal with piracy claims made by Flanders, and the commissioners are directed to go to Bruges for the purpose. In 1352² we find a pirate tried before the Council—‘*coram concilio nostro.*’

In 1347³ a mandate issues from Chancery addressed to Henry Tirel, sheriff of Devonshire, and John Lestraunge and John Gernath, sergeants-at-arms, directing them to restore certain wines of Spanish merchants which had been spoiled at sea and had come to the hands of John Gordon at Dartmouth. Proof of the property and of the spoil had been made before the king in Council—‘*coram nobis et concilio nostro.*’ The wines had been hidden or made away with by Gordon, and the mandate directs that in default of restitution or full satisfaction being made, Gordon and the others to whose hands the goods had come were to be arrested and taken to the Tower of London. The danger to the peace of the kingdom by reason of the violation of the king’s treaty with Spain is insisted upon in the order: ‘*præsertim cum per hujusmodi injurias alliganciæ inter nos et prædictum regem Ispanniæ de facili quod absit possunt violari.*’

1347. Piracy tried before the Council; arrest of those to whose hands the goods had come.

The Year Books⁴ show that about this time (1349) a question as to the property in goods recaptured at sea from an enemy came before the common law courts and was decided in favour of the original owners—‘*que par commun loy ceux que les ont par la main [main] ne lez pourront detenir.*’

1349. Property in goods recaptured tried at common law.

In 1352⁵ there is a precept to the mayor and bailiffs of Southampton directing them to arrest certain pirates and the goods they had seized and to bring them before the Council to be dealt with as the Council shall direct—‘*capiatis et coram consilio nostro salvo et secure ducatis ad respondendum ibidem super premissis et aliis que sibi ex-*

1352. Another case of trial of piracy before the Council.

¹ *Ed.* 10th June, 1351.

² *Ed.* 9th March, 1352.

³ *Cl.* 20 *Ed.* III. pt. 1, m. 22.

⁴ 22 *Ed.* III. 16, pl. 63.

⁵ *Rot. Cl.* 25 *Ed.* III. pt. 1, m. 6, d.

ponentur in hac parte et ad faciendum et recipiendum quod per dictum consilium nostrum de eis tunc contigerit ordinari ibidem.' The goods were to be delivered to the owners upon their giving bail for the same at their appraised value.

1353. Ownership of goods recaptured from pirates tried before the Admiral and the Council.

In 1353 a case of recapture from pirates was tried before the Admiral and the Council. Restitution was ordered because by the law maritime the ownership of goods taken by pirates is not divested unless the goods remain in the pirates' possession for a night: 'deducto dicto negotio coram admirallo et aliis de consilio visum est eis quod per legem maritimam bona per piratas capta super mare quæ in manibus piratarum per unam diem et unam noctem non remanserunt mercatoribus super custodia dictorum bonorum existentium de jure restitui debere.'

1354. 27 Ed. III. st. 2, c. 13; foreign merchants to have restitution of spoiled goods without suit at the common law.

In 1354 was passed the statute 27 Ed. III. st. 2, cap. 13, by which it is provided that foreign merchants who have been spoiled of their goods at sea shall have restitution of their goods upon proof of their property in the goods without having to sue at the common law—'soit receu de prover les ditz biens estre les soens par ses marches ou par sa carte ou coket ou par bons et loialx marchantz privez ou estrangers et par tieles proeves soient meismes les biens delivres au marchant saunz autre seute faire a la cõe lei.' This statute appears to have passed in consequence of the difficulties which had arisen in the recent cases of spoil of Spanish, Portuguese, and Flemish ships and of the inability or failure of the common law courts to do justice.

Hitherto no Court of Admiralty and no High Admiral.

Up to this point there is no reference in any contemporary document of a court of Admiralty or of a Lord High Admiral. The title of 'admiral' is a new one, not yet, as we have seen, fifty years old. There have been, since De Sestas and Leybourne were appointed admirals at the end of the thirteenth century, many admirals; but their commands were of short duration, limited probably to a particular service, and always to the charge of a part only of the king's fleets. They have been admirals for a particular expedition or service or of a particular district, the North, South, or West, as the case may be. These early admirals

and commanders at sea must always have exercised a disciplinary jurisdiction over the seamen and others on board their fleets, and some of their patents contain an express grant of disciplinary powers.¹ Even in these matters their jurisdiction was not exclusive. Thus in 1337 commissioners were appointed to try offences committed by those on board the fleet—‘*exceptis marinariis et aliis qui sub castigatione et regimine admirallorum ejusdem flotæ sunt et esse debent.*’² This jurisdiction probably enabled the admiral to deal with depredations committed by the ships immediately under his command ;³ but it does not appear to have included a power to hold a court administering justice generally in maritime cases. We have seen that hitherto piracy has always been dealt with either by the common law courts or by the Council or by special commissioners or arbitrators appointed under treaties with foreign powers. Such matters as royal fish, obstructions on foreshores or rivers, and spoil of wreck, which soon after this period were tried before the admiral, have hitherto been dealt with exclusively by the common law courts or by special commissioners.⁴ So restitution of spoiled goods, and arrest of foreign ships and goods by way of reprisal, have been made by process issuing from Chancery, the Council, or the common law courts.⁵

Disciplinary powers of early admirals.

In 1357,⁶ in answer to a claim by the King of Portugal in respect of goods belonging to a Portuguese subject which had been taken at sea by an Englishman from a French ship which had previously spoiled the Portuguese vessel, Edward III. says that the goods had been declared by the admiral, before whom the Portuguese owner had sued for restitution of the goods, to belong to the English captor as good prize—‘*recte concluditur quod Admirallus noster prædictus contra dictos mercatores vestros bona ipsa coram*

1357. First reference to proceedings in a case of spoil before the Admiral.

¹ Cf. the commission of John de Monte Gomer; Pat. 16 Ed. III. pt. i. m. 18; of John Sturmy and Peter Bard (1314), Rot. Scot. i. 115.

² Rot. Pat. 11 Ed. II. pt. 3, m. 28.

³ Cf. *supra*, pp. xii, xxi; and generally with ships taken for the king's service.

⁴ *Supra*, p. xv.

⁵ Cf. Pat. 5 Ed. III. pt. 2, m. 20; Cor. Reg. Mich. 15 Ed. II. rot. 142; Cor. Reg. Trin. 34 Ed. I. rot. 34.

⁶ *Fœd.* 29th Ap. 1357; Rot. Franc. 31 Ed. III. m. 11.

eo ut præmittitur repetentes et deprædationem huiusmodi factam per Gallicos judicialiter confessantes non inconsulte sed provide ac rationabiliter diffinivit.'

1360. Appointment of Pavely to be captain of the fleet, with power to hold pleas (querelæ)

In 1360¹ John Pavely is appointed captain (capitaneus et ductor) of the fleet with disciplinary powers, 'arraiandi regendi et gubernandi naves,' and, for the first time, with power to hold pleas—'querelas omnium et singulorum armatæ prædictæ audiendi et delinquentes incarcerandi castigandi et puniendi et plenam justitiam ac omnia alia et singula quæ ad huiusmodi capitaneum et ductorem pertinent et pro bono regimine hominum prædictorum necessaria fuerint faciendi prout de jure et secundum legem maritimam fuerit faciendum.' This appears to be the only notice of the erection of the maritime tribunal to which reference was made in the king's letter of 1357.

1360. Appointment of Sir John Beauchamp to be admiral of all the fleets.

A few months after this the command of the three fleets of the North, South, and West, was for the first time entrusted to one admiral—Sir John de Beauchamp. He was succeeded in 1361 by Sir Robert Herle, also admiral of all the fleets. The patents of Sir John Beauchamp² and of Sir Robert Herle³ contain, in addition to the usual disciplinary powers, a grant of maritime jurisdiction—secundum legem maritimam—in terms similar to those of Pavely's commission above mentioned. They contain also for the first time a power for the admiral to appoint a deputy—probably intended to provide for the appointment of a judge of the newly-erected court. The grant of jurisdiction in both these patents⁴ is as follows:—

Patents of Beauchamp, Herle (1361), and others.

'Dantes ei plenam tenore præsentium potestatem audiendi querelas omnium et singulorum de hiis quæ officium Admiralli tangunt et cognoscendi in causis maritimis et justitiam faciendi et excessus corrigendi ac delinquentes juxta eorum demerita castigandi puniendi et incarcerandi et incarceratos qui deliberandi fuerint deliberandi et omnia alia quæ ad officium Admiralli pertinent faciendi

¹ *Fœd.* 26th Mar. 1360.

² *Fœd.* 18th July, 1360.

³ *Fœd.* 26th Jan. 1361.

⁴ Rot. Pat. 35 Ed. III. pt. 1, m. 32; Rot. Fr. 34 Ed. III. m. 6.

prout de jure et secundum legem marittimam¹ sunt facienda'—'giving to him full power by the tenor of these presents of hearing plaints of all and singular the matters that touch the office of the admiral and of taking cognisance of maritime causes and of doing justice and of correcting and punishing offences and of imprisoning [offenders] and of setting at liberty prisoners who ought to be set at liberty and of doing all other things that appertain to the office of admiral as they ought to be done of right and according to the maritime law.' The patents of the earl of Arundel² (1386), John Beaufort, marquis of Dorset³ (1398), Sir Thomas Percy⁴ (1399), and Thomas Percy, earl of Worcester⁵ (1399) are in similar terms.

Reference must here be made to the Black Book of the Admiralty, which contains documents⁶ treating of the office of the admiral and referring in express terms to an Admiral's Court. There is some evidence to show that these documents were compiled about this period. They contain references to a 'soubz Admiral;' and the first such officer of whom we find mention was Nicholas Ususmaris, who was appointed vice-admiral of the Aquitaine fleet in 1337.⁷ The title of 'Duke' was first used in England in the same year (1337) when that dignity was conferred upon the Black Prince; and in 1357 Henry, duke of Lancaster, was created admiral.⁸ The title, however, is not mentioned in the Black Book, where, had it been in existence, we should have expected to find it in connection with earls and other dignitaries who are enumerated as filling the office of admiral. It is possible, however, that the dignity, being a new one, was omitted by inadvertence. The title of 'High Admiral,' which occurs in the Black Book,⁹ can scarcely have been used before the appointment of Sir John Beauchamp to the command of all the fleets in 1360.

Black Book
of the
Admiralty;
probable
date of early
part 1337-
1361.

¹ Cf. the patent of John de Roches, Rot. Franc. 6 Ric. II. m. 21, 'secundum legem mercatoriam.'

² Rot. Franc. 10 Ric. II. m. 18.

³ Pat. 21 Ric. II. pt. 3, m. 28.

⁴ Pat. 22 Ric. II. pt. 2, m. 16.

⁵ Pat. 1 Hen. IV. pt. 6, m. 36.

⁶ Parts A, B, and C.

⁷ *Fad.* 16th Jan. 1337; a locumtenens of the admiral is mentioned Rot. Alman. 12 Ed. III. pt. 1, m. 22.

⁸ *Fad.* iii. 228.

⁹ Rec. Ed. vol. i. p. 54, 'hault Admiral.'

The article in the Black Book as to the effect to be given by the courts of common law to the admiral's certificate of the arrest of a ship¹ looks as if it had some connection with the case of the Tarryt mentioned above²; and the article forbidding the withdrawal of maritime cases from the Admiral's Court³ looks as if it had been framed to support a new, and perhaps not very popular, tribunal. The reference to an apocryphal ordinance of Edward I. to the same effect was perhaps added to conceal the novelty of the tribunal. There are about this period other indications of an uncertainty upon questions as to the law and practice in the Admiral's Court, such as would be likely to arise upon the transfer of jurisdiction from the common law courts to a new tribunal. The cases (*infra*, p. xlv) of Bradenham and of Southgate, and the recalling of a commission of oyer and terminer in a piracy case, all occurred in 1364. A few years afterwards (1371) we find a petition being presented to Parliament complaining that people were being vexed by a novel procedure—alluding probably to the process of the Admiral's Court.

1362. Wreck
tried by
common law
courts;
interference
of the
admiral.

In 1362⁴ Hugo de Courteneye and two other commissioners were appointed to hear and determine a case relating to spoil of the wreck of a ship called the Tarrit according to the common law—'contemptum et transgressionem predictos secundum legem et consuetudinem regni nostri.' The offence was seizure of wreck at Plymouth belonging to the king. It was tried, therefore, by justices at the common law. Two years later, in 1365, we find that wreck was arrested,⁵ and in another case released from arrest⁶ by the admiral, Ralph Spigurnel. In 1377⁷ a wreck case was tried before justices; the writ providing that a proper salvage reward should be paid to the salvors. The trial of these cases appears always to have properly belonged to the courts of common law;⁸ and the inter-

¹ Art. xix. Bl. Bk. i. 67.

² P. xxxvii.

³ Art. xxii. Bl. Bk. i.

⁴ *Fœd.* 22nd Feb. 1362.

⁵ *Fœd.* 20th May, 1365.

⁶ Rot. Scot. i. 893.

⁷ Rot. Pat. 50 Ed. III. pt. 2, mm. 2 and 3.

⁸ 3 Ed. I. c. 4.

ference of the admiral in cases of wreck was not long after this restrained by statute.¹

In the same year that Sir R. Herle was appointed admiral, a commission issued to him and others to try a case of piracy and murder according to the common law—'secundum legem et consuetudinem regni nostri.'² This commission was recalled³ upon the advice of the Council that by the common law felonies, trespasses, and injuries done upon the sea should be tried, not before the justices at the common law, but by the Admiral by the law maritime—'esse consonum dictæ legi et consuetudini quod felonix transgressionibus seu injuriæ super mare factæ non coram Justiciariis nostris ad communem legem sed coram Admirallis nostris juxta legem marittimam deducantur et terminentur.'⁴ After this date, until the passing of 28 Henry VIII. c. 15, cases of piracy, both criminal and civil, appear to have been usually tried in the Admiral's Court, and sometimes, as it would appear from the preamble of the statute of Henry VIII., without a jury.

1361. Commission of oyer and terminer in a case of piracy and murder recalled upon the ground that it was triable before admiral.

In 1364 a writ of supersedeas, issued to the justices commanding them to stay proceedings in a case of nuisance which was pending before them against Lionel de Bradenham upon an indictment for driving piles into the bed of certain creeks or waters near Colchester. The supersedeas issued upon the ground that the matter had been dealt with in the court of the admiral, and the record of the proceedings before the admiral is referred to in the writ.⁵ It appears, therefore, that at this date his court was recognised by the courts at Westminster as a court of record.⁶

1364. Writ of supersedeas to justices in a case of obstructions in a river, as being triable before admiral.

¹ 13 Ric. II. c. 5; 15 Ric. II. c. 3.

² Pat. 35 Ed. III. pt. 1, m. 9 d.

³ Cl. 35 Ed. III. m. 28 d.

⁴ Referring probably to Carta de Mercatoribus, 31 Ed. I. c. 4, and 27 Ed. III. c. 13, Rot. Parl. ii. 249.

⁵ Cor. Reg. Mich. 37 Ed. III. rot. 48. Upon the following roll and Pat. 38 Ed. III. pt. 2, m. 7, is a pardon of Lionel de Bradenham in re-

spect of other offences for which he was indicted at the same time. For a case of obstruction by a wear at Dartmouth, see *Year Book*, 1338, Rolls Series, p. 467.

⁶ Cf. also *infra*, pp. xlv, 1, 17. But the contrary was decided in *Sparks v. Martyn*, 1 Vent. 1; *Kane v. Evans*, 1 Keb. 552. Bro. Abr. tit. Error, 177 (19 Ed. IV.).

1364.
Proceedings
against a
juror in the
Admiral's
Court;
record of
the court.

In the same year, 1364,¹ a jury of Suffolk presented one Southgate and three others for conspiring to get Robert Wayte and eleven others indicted upon an inquisition held before Hugh Fastolf, sub-admiral, touching the death of Stephen Gerrard. The Suffolk jury find that Gerrard was killed on shore, and not, as the sub-admiral's jury had found, at sea. Whereupon the accused say that they were summoned as jurors before Hugo Fastolf, the sub-admiral of the sea, who was commissioned to inquire of all felonies, trespasses, and other misdeeds committed along the shore of the sea—'coram prefato Hugone Fastolf subadmirallo maris ad inquirendum per commissionem suam de quibuscunque felonis transgressionibus ac aliis maleficiis per costeram maris etc. factis'; that they had indicted Wayte and the others for the murder of Stephen Gerrard and for spoiling his ship and goods; and they vouch the record of the sub-admiral's court. The record is upon the Roll.

1367. Writ
to sheriff to
deliver a
prisoner to
be tried by
the admiral.

In 1367² a writ issued to the sheriffs of London to deliver to the admiral a prisoner accused of murder at sea, together with his ship and goods—'ad faciendum de eis quod secundum legem maritimam fuerit faciendum'—'to do by them what should be done according to the law maritime.'

1369. Civil
action
before the
admiral;
charter-
party.

In or shortly before 1369³ a ship was arrested by Admiralty process, and a trial had before the admiral for breach of charter-party. The defence—that the ship put into Bordeaux with the assent of the merchants to escape the king's enemies—was successful, and the ship was released from arrest. Thereupon the merchants caused her to be arrested in another action for the same matter in the court of the sheriffs of London. At the instance of the defendants, her owners, an order issued that she should be discharged from arrest upon production of the admiral's certificate as to the result of the trial before him.

1370. Trial
for treason

In the next year, 1370,⁴ a writ issued to Hugo de

¹ Coram Reg., 38 Ed. III. Mich. rot. 33.

² Cl. 41 Ed. III. m. 23.

³ Cl. 42 Ed. III. m. 2.

⁴ Cl. 43 Ed. III. pt. 1, m. 4.

Courteneye and other commissioners of oyer and terminer directing them to release from arrest a Venetian, Hugo de Peyntour, and his ship under the following circumstances:—
 The writ states that, in accordance with an order to the justices, Peyntour had been sent to be tried before the Council. In the absence of Robert de Assheton, the Admiral of the West—‘ad quem discussio negotii predicti pertinuit’—the trial was, by order of the king, held before Nicholas de Tamworth, Admiral of the North, assisted by justices and ‘juris periti,’ ‘secundum legem maritimam.’ The accused, who was charged with adhering to the king’s enemies and piracy, was acquitted by a jury of merchants and others, ‘per patriam et mercatores,’ as appeared by the record in Chancery. Thereupon the writ for his release issued.

and piracy
before the
admiral and
legal
assessors.

In the same year¹ an order issued to Nicholas de Tamworth, Admiral of the North, directing him to restore certain goods belonging to Scotchmen which had been wrecked in ‘Kirkele Rode’ off the Suffolk coast, and had come ashore and been spoiled contrary to the truce.

The admiral
ordered to
restore
goods
spoiled
contrary to
the truce.

A petition² was presented to Parliament in 1371 complaining of the decay of the navy and of grievances of seamen and merchants. It states that various people had been put to answer charges brought against them otherwise than upon the presentment of a jury according to the common law, referring, probably, to the novel procedure of the Admiral’s Court. It is as follows:—‘Item prient les comunes qe come en les estatuz³ faitz en darrein Parlement fuist ordene Qe nul hoīe soit mys a respoundre sanz presentement devant Justic’ ou chose de record ou due proces par brief original solonc l’auncienes leys de la terre; nientmains pluseurs gentz depuis les ditz estatuz faitz en diverses places du Roi ont este mys et constreintz par diverses maneres de respoundre a singulers persones autrement qe par cours de comune ley contre la fourme del ditz estatuz’—concluding with the usual prayer for redress.

1371.
Petition to
Parliament
as to trials
in the
Admiralty
Court
without
presentment
of jury.

¹ Cl. 43 Ed. III. m. 1.

² Rot. Parl. ii. 308.

³ 42 Ed. III. c. 3.

1871. Spoil
proceedings
before the
admiral.

In 1871¹ restitution of a Genoese ship which had been spoiled was directed to be made. The order is given to the admirals, who are directed to make restitution upon proof of the owners' marks (*per signa*), and that the goods were theirs. In the same year² De Neville and De Briene, admirals, are directed to hear the complaint of certain Flemish merchants who had been robbed and to do justice — '*audita querela dictorum mercatorum*.'

1875.
Inquisition
of Queen-
borough.

The inquisition of Queenborough, which is set out at length in the Black Book,³ was held in 1875. It appears to have been taken in order to ascertain and settle the maritime law to be administered in the Admiral's Court upon some of the points of which complaint was made in the petition of 1871.

1877.
Piracy tried
before the
justices by
the common
law and also
by the law
maritime;
saving of
jurisdiction
of the
admiral.

In a piracy case that occurred in 1877⁴ some of the goods were brought to England, and the trial was at common law. The justices are directed to try the case 'according to the law and custom of our realm and the law maritime . . . but our intention is that the office of the Admiral shall be in no way prejudiced under colour of these presents'—'*secundum legem et consuetudinem regni nostri ac legem marittimam . . . intentionis tamen nostræ existit quod officio Admiralli colore præsentium nullo modo præjudicetur*.' In the same year commissions issued to justices to hear cases of wreck.⁵

And before
the Council.

In 1883⁶ a writ issued to bring before the Council upon a charge of contempt one who had committed piracy.

1884.
Piracy
before the
Chancellor
and justices
with mixed
jury.

In 1884⁷ Gunsales, a Portuguese merchant, filed a bill before the Chancellor, complaining of the spoil of his ship in Southampton harbour. The ship was seized by pirates and taken out to sea, where she was lost. The suit appears to have been carried on in Chancery, where, issue being joined, it was sent to be tried before the justices of the King's Bench, with a jury of merchants and others, of whom half were foreign and half were English—'*juxta*

¹ *Fæd.* 1st January, 1871.

² *Fæd.* 24th May, 1871.

³ Vol. i. p. 132.

⁴ *Pat.* 50 Ed. III. 2nd. pt. m. 25 d.

⁵ *Ibid.* m. 3 d, m. 2 d.

⁶ *Fæd.* 8th April, 1883.

⁷ *Cor. Reg.* 8 Ric. II. Hil. rot. 18.

formam statuti in hac parte editi.' The verdict was in favour of the defendant.

In 1383¹ application was made to the King's Bench upon scire facias to obtain execution of a judgment obtained in the maritime court—'curia marina'—held at Aldestowe (i.e. Padstow). The action was for trespass to a ship in Plymouth Sound—'ubi mare fluit et defluit'—and for taking gear and cargo out of her, and judgment had been given for the plaintiff with 200 marks damages. The process in the local court is set out in the Coram Rege record, and contains some interesting particulars as to the practice and jurisdiction of the port or maritime courts. Its sittings are held 'ad tidam quando aqua fluebat secundum legem et consuetudinem marinam.' The defendant, who made default of appearance, was attached by his ship and her apparel—'per unam navem vocatam Le Julyan de Plymouth cum suis apparatibus.' The trial was according to the law maritime, before the mayor and burgesses—'propositus et burgenses'—assisted by a jury of mariners and merchants, and evidence was given by witnesses on oath—'jurati et examinati secundum usum et consuetudinem ville predictæ, et secundum legem maritimam.' The action in the King's Bench was defended upon the ground that the local court had no jurisdiction, that Aldestowe was not an ancient borough, and that its mayor and burgesses had no power to hear pleas; and, further, that they had not been deputed by the admiral to try Admiralty cases—'et dicit quod predictus propositus nec aliquis alius homo ejusdem ville substitutus fuit per aliquem Admirallum ad tenend. aliqua placita que in curiâ seu ad inquisitionem Admirallitatis pertinent vel quod predicti propositus et homines ejusdem ville de Aldestowe aliquam curiam seu jurisdictionem Admirallitatis ibidem habent.' A further defence was that the trespass was committed at Plymouth, and not within the liberty of Aldestowe. The plaintiff replied that Aldestowe was an ancient town and a seaport, that its liberties were preserved

1383.
Hamely v.
Alveston;
jurisdiction
of port or
maritime
courts;
admiral's
deputy.

¹ Hamely v. Alveston, Cor. Reg. 7 Ric. II. rot. 51.

and confirmed by Magna Charta, and that amongst such liberties was a jurisdiction in maritime causes—‘quod cognitionem omnium placitorum ad legem maritimam pertinentem [*sic*] de quibuscunque contractibus super mare emergentibus ad sectam quorumcunque in hujusmodi casibus coram eis conqueri volentium habere et tenere consueverunt.’ The court of King’s Bench reserved judgment. In the result no judgment was ever delivered, for the reason that the attorney for the defendant subsequently produced letters patent stating that the king had taken the defendant into his protection—‘in protectionem et defensionem suam’—and that his will was that he should be quit of all suits except those therein mentioned. It is significant that the reason for the king’s protection was that the defendant had entered into the service of Sir John Roche, captain of Brest Castle, who was then Admiral of the West. This was probably one of the cases referred to in the petitions to Parliament shortly before the enactment of the statutes restraining the admirals’ jurisdiction, which are next referred to.

1889. John
Holland,
earl of
Hunting-
don, Admiral
of the
West;
irregulari-
ties of his
court.

In 1889¹ John Holland, earl of Huntingdon, was appointed Admiral of the West. Great irregularities appear to have been committed by the judge of his court; and it was in consequence of this that the well-known statutes 18 Ric. II. c. 5, and 15 Ric. II. c. 8, which defined and restricted the jurisdiction of the admiral, were passed. The nature of this legislation is referred to in connection with two cases (pp. 1–26), printed below, of which the records have been accidentally preserved. The information which these cases² supply is the more valuable since there can be little doubt that one or both cases were amongst the immediate causes of the restriction which was then placed upon the admiral’s jurisdiction. The change in the language of the pleadings between the end of the fourteenth and the beginning of the sixteenth centuries is also noticeable. In the earlier cases it is French; in the later, Latin. During the same period considerable changes must have occurred also in the pro-

1890–1401.
Cases of
Gernsey c.
Henton and
Sampson c.
Curteya.
18 Ric. II. c.
5, and 15
Ric. II.

¹ Bot. Franc. 6 Ric. II. pt. 2, m. 21.

² Cf. Pat. 6 Ric. II. m. 39.

cedure of the court, for in *Gernesey c. Henton and Sampson c. Curteys* the proceedings were had partly in courts held at Lostwithiel, and elsewhere in the west, and partly in courts held at London. The adjournment of the court from a distant part of the kingdom, where the cause of action arose and the parties resided, to London—'a Loundres, a le Key de William Horton a Southwarke'—is one of the grievances of which complaint is made in petitions to the king and parliament during the progress of these suits.¹

The statutes of Ric. II. do not appear to have prevented the evils which they were intended to meet, and in 1400² another Act was passed by which a penalty was imposed upon those who sued in the Admiral's Court contrary to the statutes of Richard II.

1400. 2 Hen.
IV. c. 11.

The Patent Rolls contain commissions appointing judges delegates to hear appeals in three other cases of the reign of Richard II.; and the commission, in each case, states briefly the nature of the business. *Beche c. Nyweman*³ was a maritime cause of debt—'*causa pecuniaria pretensa maritima*'; *Draper c. Stillard*⁴ was a cause of freight; *Nocolt c. Appe Hacche*⁵ a cause of ownership—'*accione medietatis cujusdam navigii vulgariter Farecost nuncupati*.' It is evident, therefore, that at the latter end of the fourteenth century the business of the Admiralty Court consisted of civil as well as criminal matters.

Other cases
of the
fourteenth
and fifteenth
centuries.

In 1405⁶ Sir Thomas Lancaster, the king's son, was appointed Admiral 'of England.' The title 'High' Admiral, though mentioned in an earlier document,⁷ does not yet appear in any patent. In 1406, at the request of the merchants, the custody of the sea was entrusted to them, and an admiral nominated by them was appointed. The experiment appears to have been a failure; for in 1406 John Beaufort, earl of Somerset, was appointed admiral by the king. About this period it is stated⁸ that the

1406. Sir
Thomas of
Lancaster
appointed
Admiral of
England.

¹ Cf. Rot. Parl. 4 Hen. IV. n. 47;
11 Hen. IV. n. 61.

² 2 Hen. IV. c. 11.

³ Pat. 15 Ric. II. pt. 2, m. 15.

⁴ *Ib.* m. 26.

⁵ *Fad.*, old ed. viii. 389.

⁷ *Supra*, p. xliii.

⁸ Spelman, *Gloss.* tit. Admiral.

Increase of
business
in the
Admiralty
Court.

Admiralty Court received an accession of business, both civil and criminal. This occurred in 1408, during the Admiralty of Thomas Beaufort, who was also Archbishop of Canterbury, Chancellor, Warden of the Cinque Ports, Conservator of Truces, Earl of Dorset and Duke of Exeter.

1414.
Conservators
of truces;
piracy cases
tried before
them during
the fifteenth
century.

The office of Conservator of Truces had existed from the time of Edward I.,¹ and had frequently been filled by admirals upon the appointment of the sovereign.² In 1414³ a statute was passed enabling the admiral to appoint such officers in various seaport towns. Their functions were partly the same as those of the admiral: namely, to inquire into and determine piracy cases committed out of the bodies of counties on the sea, as the admirals had long been wont to do—'come les Admiralles des Roys Dengleterre devant ces heurs resonablement solonc launcien custume et leye sur le meere usez ount faitz ou usez.' They had no power of life and death, capital crimes being reserved to the admiral or to his judge, or 'lieutenant general.' By the same statute, piracy or the breaking of truces was made high treason; but this enactment was afterwards petitioned against and repealed.⁴ Throughout the fifteenth century piracy cases appear to have been dealt with mainly by these officers or by commissioners or envoys with similar powers.⁵ It would appear that the working of the Admiral's Court had not been altogether satisfactory.

The seal of
the Court;
Curia
Principalis
Admiralli-
tatis
Anglie

The seal, of which a facsimile is issued in connection with the present volume, belongs probably to the early part of the fifteenth century. It is very similar to other seals belonging to the admirals of that period. It is not known when the courts of the Admirals of the North, South, and West ceased to exist. Probably they fell into disuse in consequence of the irregularities above mentioned committed by the deputy of the Admiral of the West, and that a 'curia principalis,' of which this was the seal, was instituted early in the fifteenth century.

¹ Pat. 26 Ed. I. m. 24 d.; Rot. Hen. VI. c. 11.

Scot. 10 Ed. III. m. 36.

² Cf. *Ford.* July 22, 1401.

³ 2 Hen. V. st. 1, c. 6.

⁴ Rot. Parl. iv. 503 a, 376 b; 20

⁵ See *Fodera*, *passim*. Sometimes sheriffs were appointed; Pat. 1 Ed. IV. pt. 2, m. 3 d.

Little information can be gathered from contemporary documents as to the doings of the Admiral's Court during the fifteenth century. A warrant¹ was issued in 1451 for the arrest of John Fawconer and others to compel them to answer the suit of Thomas William in a maritime cause—'in quadam causa maritima sive quodam placito legum maritimam tangente.' Other cases of this period are mentioned in Rastell's 'Book of Entries,' fo. 24. One was a claim for freight, the other for conversion of a 'kele.' In both the jurisdiction of the admiral was questioned; it was alleged that the statute of Ric. II. had been infringed, and in the one case a prohibition, in the other a *præmunire*, was applied for. *Watertoft c. Jonesson*² is a cause of freight—'causa maritima pecuniaria viginti et quinque librarum pretextu effectamenti medietatis cujusdam craiere'—heard before Henry Bale, judge of the Admiralty at the port at 'Sancti Bothi' tempore Henry IV. It was appealed, the grounds of the appeal being that the court did not sit upon the key 'juxta fluxum maris,' according to the ancient custom of the Admiralty, but in the town away from the sea—'in loco . . . extra omnem jurisdictionem Admirallitatis scituato'—that the jury was not a jury of merchants or mariners, and that the trial was unfair. Other Admiralty cases of the fifteenth century are mentioned by Lord Coke as instances of prohibitions being granted. They all relate to the spoiling of ships and goods, or to contracts made within the bodies of counties.³

Business of the Court during the fifteenth century.

A record of the Admiralty Court⁴ during the admiralty of the duke of Bedford, who was appointed admiral in the year 1427, shows that a case of nuisance or interference with the fishery in a creek or arm of the sea was tried in the Admiral's Court before a petit jury, after presentment

1427.
Nuisance: obstruction to fishery trial before admiral with a jury.

¹ Cotton MSS. Br. Mus. Otho. E. IX. fo. 21. This was during the admiralty of Henry, duke of Exeter, who succeeded his father, John Holland, duke of Exeter and earl of Huntingdon and Ibery, on July 28, 28 Hen. VI.; Add. MSS. Br. Mus. 80222, fo. 9.

² Rot. Pat. 11 Hen. IV. pt. 1, m.

12; see Prynne's *Animadversions*, fo. 402.

³ See Coke's *Fourth Inst.*, pp. 139-142.

⁴ Sir Matthew Hale's *Jurisdiction of the Admiralty Court*, MSS. Br. Mus. Hargr. 98, fo. 113 b, where the record is set out.

by a grand jury. The verdict was in favour of the defendant, the jury finding that he was owner of the soil of the creek, and that it was not in the admiral's jurisdiction: 'dicunt ulterius quod predicta aqua vocata le Flete non est nec unquam fuit infra jurisdictionem Admirallitatis . . . nec in filo maris.'

Precedents
in the Black
Book of
cases in the
fifteenth
century.

That part¹ of the Black Book of the Admiralty which deals with the practice and procedure of the court belongs to the fifteenth century; and the precedents it contains are taken from cases of that period. They show that the business of the court consisted of shipping and mercantile as well as criminal cases. One of the latter was the trial before a jury according to the 'law of Oleron' of the master of a ship for cruelty to a seaman.² A case of murder is also mentioned. It was tried, or the inquisition was held, before a jury of twenty-four. It is not known when trial by jury ceased to be usual in Admiralty; but the statute of Henry VIII. (28 Hen. VIII. c. 15) shows that at that time even capital charges were tried by the Admiralty judge alone and without a jury.

1429.
Piracy not
felony at
common
law.

In 1429 the criminal jurisdiction of the common law courts in cases of piracy appears to have fallen into desuetude. There is a petition to Parliament in that year that pirates 'soient ajuggez felones et que les justices de pees des countees ou tielx malfesours soient amesnes eient pouer denquerer de eux de lour resceitours et abbettours par gentz de mesme le countee et ceux felonies de oier et terminer'—'be adjudged felons, and that the justices of the peace of the counties where such evil-doers be taken may have power to enquire of them of their aiders and abettors by the men of the same county, and to hear and terminate such felonies.'³ The only answer to this petition is, 'Le Roi sadvisera'—'the king will consider it.'

1452. 31
Hen. VI. c.

In 1453 an Act⁴ was passed enabling the Chancellor, with

¹ Black Book, Rolls Series, vol. i. pp. 246-280, 345-394.

² *Ibid.* i. 255.

³ Rot. Parl. iv. 351. 8 Hen. VI. nu. 42, 43.

⁴ 31 Hen. VI. c. 4; Rot. Parl. v. 268 a; confirmed by 14 Ed. IV. c. 4 (1474); see also 20 Hen. VI. c. 1 as to capture of enemies' goods in friends' ships.

the assistance of one of the Judges, to hear cases of spoil by an Englishman upon a foreigner, to deal with receivers of spoiled goods, and to make restitution. In 1470 we have the process of a case of spoil heard before the Chancellor; the writ contains special directions that, on account of the difficulty of otherwise proving the spoiling, the evidence of the spoiled Spaniards is to be received by way of proof.¹ It must not be inferred from the terms of this statute that the Chancellor had previously no jurisdiction to hear cases of spoil. The contrary was affirmed by a resolution of all the judges in the reign of Richard III.² During previous and subsequent reigns there are instances of piracy cases being heard before the Chancellor.³ The record of a case of 1486 is extant where a cargo was arrested on the king's behalf as enemies' goods.⁴ It was tried by written depositions of witnesses which are annexed to the process. Lestraunge arrested a ship laden with herrings, and took proceedings against the cargo and against one Gisolf, a Genoese, the owner or purchaser of the herrings, alleging that they were bought for the king's enemies. The case came before the Chancellor, who appears to have been deputed by the Council to hear it. The herrings were condemned as enemies' goods, and Gisolf was imprisoned. Gisolf escaped from prison; and a new suit was instituted by or at the instance of Gisolf against Lestraunge, claiming the cargo. Lestraunge vouches the record of the previous suit, and pleads that Gisolf had broken prison and fled the kingdom.

4: piracy triable before the Chancellor; process of a case of 1470.

The earliest extant patent of a judge of the court is that of William Lacy,⁵ who was judge in the time of Edward IV. It empowers him in general terms to hear such causes as belong to the Admiralty—'ad cognoscendum procedendum et statuendum de et super querelis causis et negotiis omnium et singulorum de hiis quæ ad curiam principalem Admirallitatis nostræ pertinent.'

1482.
Patent of Lacy, judge of the Admiralty.

¹ *Fæd.* Dec. 20, 1470; O. xi. 671, 672.

² *Year Book*, 2 Ric. III. case 4.

³ *De Sessay c. Beveruck*, Proceedings in Chancery, Rec. Ed. p. xii.

temp. Ric. II.; Earl of Shrewsbury c. Coland, *ib.* p. xl. temp. Hen. V.

⁴ *Exch. Q.R. Navy*, 411.

⁵ Pat. 22 Ed. IV. pt. 1, m. 2.

Piracy never flourished more vigorously than during the latter part of the fifteenth century. English, French, Spanish, Portuguese, Genoese, Venetian, Flemish, and German corsairs preyed upon the shipping of all countries indiscriminately; and the diplomatic correspondence of the period is full of complaints as to the difficulty or impossibility of getting redress.¹

1509-1519.
Treaties of
Hen. VIII.
with France
as to
trial of
piracy cases.

Special
courts to be
instituted in
each
country;
proceeding.

During the early years of the reign of Henry VIII. the mode of trial of piracy cases was the subject of frequent negotiations between France and England. Difficulties and delays had arisen in the settlement of these disputes, and Henry VIII. entered into treaties with Louis XII. and with Francis I., by which it was agreed that special tribunals should be provided by each country for the speedy settlement of piracy claims.² In England³ the earl of Surrey, Lord High Admiral, Cuthbert Tunstall, Master of the Rolls, and Christofer Middleton, judge of the Admiralty (vice Admirallus) were appointed judges. The commission, following the terms of the treaties, provides that the procedure shall be speedy and informal, and that the judgment shall be given according to the merits—*'summariè et de plano sine strepitu et figura judicii . . . sola facti veritate inspecta.'* These phrases occur in the patents of the Lord High Admiral throughout the sixteenth century. There was to be no appeal except to the King's Council, and that only upon bail given. In consequence of the difficulty which had been experienced in ascertaining the names and residence of accused, proceedings were to commence with citation of the alleged spoilers at the place nearest to that at which the offence was committed. The commencement of the records of the Admiralty Court, about the year 1524, and the revival of the court which appears to have occurred about the same period, are probably connected with the making of these

¹ See *La Marine Française sous le règne de Charles VIII.* par Alfred Spont. Paris, 1894. Pat. 8 Ed. IV. pt. 1, m. 23 is a Commission of oyer

et terminer for trial of a case of piracy.

² *Fœd.* March 20, 1509; *ib.* Oct. 4, 1518. ³ *Fœd.* May 29, 1519.

treaties. In the earliest file of libels is an example of a 'spoil' case tried under the commission above mentioned. It is given below, p. 29.

The appointment in 1525 of the young Prince Henry, then a child of six, as Lord High Admiral; the incorporation of the Trinity House in 1516; the institution of the Deptford Dockyard about the same period; and the legislation dealing with the criminal jurisdiction of the Admiralty, which was first attempted in 1516 and carried out in 1536,¹ all occurred within a few years of the commencement of the Records of the Admiralty Court. It is evident that for some reason which does not clearly appear the navy and the Admiral's Court was attracting particular attention at the beginning of the 16th century. The close connection which existed between the Ecclesiastical and the Admiralty Courts makes it probable that the reform of the former courts, carried out by the legislation of 1531,² was accompanied by important changes in the working and practice of the Admiralty Court. The assertion by the sovereign of supreme authority in ecclesiastical matters was contemporary with a corresponding assertion by the admiral of a jurisdiction in maritime and commercial affairs, which, though not without precedent, was for the first time expressed and in terms asserted in the patents granted to the admirals of this period.³ The Statute 32 Hen. VIII. c. 14, giving the admiral jurisdiction to try summarily matters of freight and damage to cargo, appears to have been passed with a view to attract business to the Admiralty Court. That some important change must have taken place in the working of the Court about this period is evident from the very great increase in the business transacted during the first ten or twenty years after the commencement of the records.

It appears that Henry VIII. intended to confer by patent upon his admirals a wider jurisdiction than that to which they were limited by the statutes of Richard II. A

1525.
Prince
Henry,
duke of
Richmond,
appointed
admiral;
revival
of the
Admiralty
Court.

1540. 32
Hen. VIII.
c. 14;
power to the
admiral to
try matters
of freight
and damage
to cargo by
negligence of
mariners.

Patents
of the
admirals
temp. Hen.
VIII.;

¹ 28 Hen. VIII. c. 15.

² 28 Hen. VIII. cc. 9, 10, 20.

³ For these patents see Rymer's
Fœdera.

enlargement
of their
jurisdiction;
reference to
statutes of
Ric. II.
omitted.

proviso appears in the patents of the admirals appointed shortly after the passing of those statutes, which expressly limits their jurisdiction according to the terms of the statutes. Such a proviso appears in the patents of John, marquis of Dorset,¹ Thomas, earl of Worcester,² both admirals in 1399; Sir Thomas Beaufort,³ admiral in 1408; the duke of Bedford,⁴ admiral in 1427; and John, earl of Huntingdon,⁵ admiral in 1435. A corresponding proviso appears in the patents of the admirals of the sixteenth century, but there is no express reference to the statutes of Richard II., and the terms of the patents are scarcely consistent with those statutes. The patent of Henry, duke of Richmond (1525) contains a wide grant of jurisdiction in maritime cases, with the addition of the clause: 'Aliquibus statutis actibus ordinationibus sive restrictionibus in contrarium actis editis ordinatis sive provisibus non obstantibus'—'any statutes, acts, ordinances, or restrictions to the contrary passed, promulgated, ordained, or provided notwithstanding.' It⁶ confers upon the admiral power 'audiendi et terminandi querelas omnium contractuum inter dominos proprietarios navium ac mercatores seu alios quoscunque cum eisdem dominis ac navium ceterorumque vasorum proprietariis pro aliquo per mare vel ultra mare expediendo contractuum omnium et singulorum contractuum ultra mare proficiendorum vel ultra mare contractuum et in Anglia et ceterorum omnium quæ ad officium Admiralli tangunt'—'of hearing and terminating plaints of all contracts between the owners [and] proprietors of ships and merchants or [between] any other persons whomsoever, and the same owners and proprietors of ships and of all other vessels concerning anything to be done on the sea or beyond sea, [and] of all and singular contracts to be performed beyond sea, or contracted beyond sea, and also in England, and of

¹ Pat. 21 Ric. II. pt. 3, m. 23.

² Pat. 1 Hen. IV. pt. 6, m. 36.

³ Black Book, Rolls Ser. i. 878;
Pat. 10 Hen. IV. pt. 2, m. 9; 11
Hen. IV. pt. 2, m. 4.

⁴ Pat. 4 Hen. VI. pt. 2, m. 11.

⁵ Pat. 14 Hen. VI. pt. 1, m. 23.

⁶ See Rymer's *Fœdera*, tit. Admirallus, for these patents. That of the duke of Richmond is *Fœd. O.* xiv. 42.

all other things that concern the office of the admiral.' The patent of Thomas Seymour, Lord Seymour of Sudely (1547), goes further, and confers jurisdiction to hear pleas of similar contracts '*pro aliqua re materia seu causa quacunq[ue] tam per mare quam per aquas et rivos dulces a primis pontibus¹ versus mare per regna nostra Angliæ et Hiberniæ seu dominia eorundem . . . expeditis vel expediendis*'—'concerning any thing, matter, or cause whatsoever done, or to be done, as well upon the sea as upon sweet waters and rivers from the first bridges to the sea throughout our realms of England and Ireland or the dominions of the same.' The patents of John, earl of Warwick (1549), and of the duke of Buckingham (1618), are still more wide in the terms in which they purport to confer upon the admiral a jurisdiction in maritime and extra-territorial matters; and they both contain the '*non obstante*' clause.² The patents of William (1554), of Charles (1585), both Lords Howard of Effingham, and of Edward, Lord Clinton (1557), are in equally large terms.

The Lord High Admirals during the part of the reign of Henry VIII. to which the records printed below relate were as follows: Henry, duke of Richmond and Somerset, the king's natural son, who was appointed in 1525, when a child of six. Until his death in 1536, Arthur Plantagenet, Lord Lisle, and Thomas, duke of Norfolk, acted as vice-admirals. He was succeeded by William Fitzwilliam, earl of Southampton, 1536–1540, John, Lord Russell, 1540–1547, the earl of Hertford, 1542–1543, and John, Lord Lisle, 1543–1547. During the same period the judges of the Admiralty Court were: Dr. Christopher Middleton, Dr. John Tregonwell, Dr. William Rokeley, Dr. Anthony Huse (or Huse or Husey), and Dr. Griffin Leyson. They are styled variously *commissarius generalis*, *officialis principalis*, *præsidentis*, *locumtenens*, and *judex*. They frequently acted by deputy, the deputy receiving his appointment

Lord High Admirals temp. Hen. VIII.; the judges of the Admiralty.

¹ Elsewhere '*a primis pontibus et portubus*.'

² That this clause had not the effect of repealing or overriding the

statutes of Ric. II. was not finally decided until *Kirby v. Robinson Hill*, 7 Jac. C.B.

from the admiral, and having power to act either alone or together with the principal judge. Thus in 1536 Dr. Husse was appointed deputy for and 'præsidents una cum' Dr. Tregonwell; and in 1547 we find a Dr. William Jeffery sitting as deputy for Dr. Leyson; and in 1542 Dr. William Trevor for Dr. Husse.¹

The Records
of the High
Court of
Admiralty.

The history of the Admiralty Court having been sketched from its origin in the reign of Edward III. to the end of the reign of Henry VIII., at which point the records contained in the present volume break off, it is now proposed to give a short account of the records themselves. These records are deposited at the Public Record Office, to which place they were transferred from the Tower of London. The series begins in 1524, and, with the later records now at the Admiralty Registry of the High Court of Justice, is almost complete to the year 1875, when the Court was, by the Judicature Act, merged into the High Court of Justice. The practice of holding distinct sittings for Instance and Prize business was not adopted until the middle of the seventeenth century, when legalised privateering had taken the place of the 'depredation' or 'spoil' cases. The criminal business of the Court was separated from its civil and 'spoil' business early in the reign of Henry VIII. For it a distinct series of 'Oyer et Terminer' records exists; these are not dealt with in the present volume, and no further reference to them is here necessary.

Records
existing
in the
eighteenth
century;
some
missing.

A manuscript² in the British Museum, which appears to be the work of an officer—probably the registrar—of the Admiralty Court in the middle of the eighteenth century, contains a full account of the records existing in the Registry at that date, and also an earlier list of the same records dated 1679. Both these lists agree with the lists of the records now in the Record Office as regards the commencement of the series. They state that 'the oldest records in the Admiralty Office are from this Lord Admiral's time: namely, from the year 1520 or 1530 or thereabouts'

¹ The dates of some of the appointments are given in Add. MSS. Brit. Mus. No. 30222, but they are not reliable.

² Add. MSS. 30222.

—referring to Henry Fitzroy, the duke of Richmond, son of Henry VIII., who was appointed Lord High Admiral on the 16th July, 1525¹; and they enumerate the documents now at the Record Office. From another source² it appears that no earlier records were accessible to Sir Julius Cæsar, who was judge of the Admiralty at the end of the sixteenth century. What has become of the earlier records is not known, but that records of the Court were kept from very early times is evident from the case of Lionel de Bradenham (*supra*, p. xlv), and from the Chancery Rolls printed below, pp. 1–26. The British Museum lists contain several series which are not amongst the existing records. Amongst those which are missing are: (1) Three files of prohibitions, dated from 1581 to 1675; (2) a book called ‘*Negotia Piscatoria pro annis 1536–1538*’; (3) another book, containing matters relating to fishing in the Thames, 1611–1654; (4) a book of presentments of jurors in fishery and derelict matters, 1618–1679; (5) precepts, informations, and coroners’ verdicts (7 files), 1547–1680; (6) fishery matters to 1700.

The records now preserved in the Record Office consist of the following series:

1. Files of Libels, allegations, first decrees, sentences, &c. This is the principal source of information as to the character of the business which was transacted in the Court. The files contain, besides the documents above mentioned, a miscellaneous collection of documents connected with the suits before the Court, such as articles for the examination of witnesses; interrogatories; ‘businesses’ (*negotia*) for contempt or for the recovery of the admiral’s *droits*; commissions for the examination of witnesses in causes, or, *ex parte*, in perpetuam rei memoriam; these were addressed sometimes to civilians or other persons in this country, and sometimes (cf. File 16, No. 127) to foreign courts or admiralties; appeals from vice-admiralty courts; matters connected with appeals to the king in Chancery; references to arbitration and awards of arbitrators; writs of prohi-

Files of
Libels;
contents.

¹ *Fæd. O.* xiv. 42.

² *Add. MSS. Br. Mus.* 12505.

bition, supersedeas, and certiorari; complaints (*querelæ*) as to injuries suffered at the hands of foreign princes and their subjects; commissions to inquire into wrecks and pillage of wrecks, or into spoil, or robbery at sea; complaints and petitions to the Privy Council or to the admiral touching spoil and piracy; charter-parties; policies of insurance; bills of sale of ships and goods; bills of exchange; bills of lading; indentures of receipt for ships and goods delivered up in pursuance of orders of the Court; orders for, and indentures of, appraisement; bills of costs; a few warrants to arrest or to cite; proclamations; letters of safe conduct; and a variety of papers and documents too numerous to specify in detail. The documents are loosely filed, and, with a few exceptions, are numbered consecutively, in a handwriting apparently of the seventeenth century; No. 1 being the first which meets the eye upon opening the file, and the last in point of date. The first few files are small in size, and contain each of them the business of several years; but after a few years the filing becomes regular, and each file roughly represents the business of a year. The libels, answers, first and second decrees, commissions, warrants, writs, sentences, and other more important documents are of parchment, the rest of paper.

Act Books.

2. Act Books.—These commence in 1524, a few years earlier than the Files of Libels, and they extend to 1744. The earliest Act Books, however, are extremely rough and insignificant in size compared with those of a few years' later date. The earliest books consist of a few sheets of paper, octavo size, stitched together and unbound; but the bulk of the series consists of massive folios handsomely bound in leather or vellum. The Act Books have evidently been kept with care, but they contain little more than formal entries detailing the progress of the suits. There are also entries of various matters, such as proceedings against pilots, inquests, and presentments of flotsam and derelicts. They have not been examined by the present writer systematically; a few extracts only from some of the earliest volumes are given below in order to show the

general character of the entries not relating to the regular business of the Court.

3. Files of Warrants.—These begin in or about 1580, and consist of warrants to arrest ships, goods, and persons, and of citations and monitions. They are all on parchment, and to many of the earlier warrants the seal of the Court is attached. A representation of the seal attached to a warrant to arrest Robert Moone (File 5, Warrants) in the year 1558, is given in connection with the present volume. Other series of records.

4. Books of Warrants.—These run from 1540 to 1773. They contain a record of all warrants issuing from the Court.

5. Minutes or rough drafts of Acts, 1551–1697.

6. Examinations, 1571–1668.

7. Answers, 1586–1771.

8. Inhibitions, 1586–1756.—These include inhibitions issued by the High Court to Vice-Admiralty Courts in cases brought to the High Court upon appeal.

9. Files of Exemplifications, 1587–1788.

Besides the above there are several series of records belonging to a period later than that comprised in the present volume. The only series which has been systematically searched is the File of Libels; and it is from that file that most of the extracts printed below have been made. The records are in a good state of preservation on the whole, but some of the files have suffered considerably from damp and careless handling. In many cases upon opening the file it was evident that it had not been unrolled for a very long time, many of the membranes being glued together by damp. State of the records.

At the foot of this Introduction ¹ is a table showing the approximate date and number of the documents contained in the twenty earliest Files of Libels. After File 20, each file for many years contains on the average 200 documents, more or less. But the files vary considerably in bulk. Those of the years 1578–1575 ² are very heavy, and contain, Bulk of the files; method of filing; rapid increase of business.

¹ *Infra*, p. lxxxii.

² Files 45, 46, 47.

each of them, some 400 documents. It is uncertain to what extent the number of documents contained in the several files represents the actual amount of business transacted in the Court. It is evident from the character of the early files that the records were not carefully preserved. The first file (File 1*) is much the smallest of the series; it contains only about twenty-five membranes, which range in date over three years. The second file (File 1) is more carefully kept, and appears to show an increase of business; it contains the records of three or four years. The third file (File 2) shows an increase of records, and comprises business of one year (1534-5). From this date the files may be taken to comprise, each of them, the business of one year; but the dates do not always correspond exactly with the number of the file, and no particular care seems to have been taken to file the membranes in the order of date. It is clear that many libels and other documents were never filed at all. There are sentences with no libels to correspond, and other instances of careless filing. In some of the Files of Libels there are a large number of interrogatories, commissions to examine witnesses, and other documents that in other years were not filed in the Libel Series at all. Petitions to the admiral and to the Privy Council, letters from and to the admiral, proclamations, articles for contempt in suing in the common law courts, with the declarations in the common law courts, are frequent in some files, and in others are not to be found at all.

Sentences;
endorsement
and signing.

For many years after the commencement of the records sentences are unsigned; the first judge who habitually signed his sentences was Sir Julius Cæsar, who was appointed in 1584. Except in a few of the earliest files the sentences are endorsed to the effect that they were read and passed. A sentence was 'porrected' or submitted to the Court by each party; in the later files and in one or two cases in the early files both sentences were filed; that which was passed is almost always endorsed as having been passed and read. In some of the early files the endorse-

ment is wanting, but a reference to the Act Book shows which sentence was passed. The usual form of endorsement is shown, *infra*, p. 44. The form of sentences and of pleadings is substantially the same throughout the records.

Sir Julius Cæsar and some others of the Admiralty judges were also Masters of the Court of Requests. This Court also exercised an Admiralty jurisdiction, delegated to it from the Privy Council, in matters of salvage, spoil, piracy, letters of reprisal, and prize; and some of the applications by way of summary petition in English which are to be found amongst the Admiralty Court records¹ appear to be in the form which was used in the Court of Requests. There is another form of petition, partly in Latin and partly in English, which is different both from these informal petitions and from the Latin libel.²

Some of the Admiralty judges were Masters of Requests; summary applications.

With regard to the character of the business transacted in the Court the first point to be noticed is the wide difference between the subject-matter of the suits of the sixteenth century and that of the actions of the present day. The following are some of the more common classes of cases:

Character of the business; cases of 'spoil'; connection between Admiralty and Privy Coun

1. From what has already been said with reference to the origin of the Court it is not surprising to find, as we do find, that a very large part of the business of the Court consisted of spoil or piracy cases. A close connection between the Admiralty Court and the Privy Council is disclosed by the records both of the Admiralty Court and of the Privy Council. The earliest Minutes of the Privy Council now extant are of the year 1337. They relate almost entirely to matters connected with the navy, and show that it was managed entirely by the King and his Council.³ The Lord High Admiral, himself a member of the Council, appears to have frequently transmitted to the judge petitions presented either to himself or to the Privy Council by foreigners and others who suffered from the piratical attacks of English ships. When such cases were referred to the

¹ Cf. Sharp c. Pope, *infra*, p. 99.

² See *The Ancient State, Authority, and Proceedings of the Court of Requests* (1596), pp. 3, 11, where re-

cords of such cases temp. Henry VII. are set out.

³ Nicholas' *Royal Navy*, ii. 188.

judge, sometimes he received general instructions to do justice in the matter, sometimes the Admiral or the Council gave special directions as to how the case was to be dealt with. Occasionally the judge was directed to stay proceedings or to deal with the case in a manner specified, apparently without the opportunity of exercising his own judgment in the matter. This interference of the Council with the Admiralty Court is noticeable principally in cases of spoil.¹ The spoil suit—'causa spoli'—was a civil proceeding, and resulted in either a sentence 'absolutoria,' dismissing the defendant from further observance of justice, or in a sentence 'condemnatoria,' for restitution of the ship and goods, 'si extent, alioquin' to pay their assessed value, with damages and costs. The civil proceeding appears to have been prosecuted altogether without reference to the criminal liability of the spoilers. For some time after the treaty with France in 1519 cases of spoil were tried by the Admiralty judge under a special commission framed in accordance with that treaty. The law and practice to be observed in such cases are particularly declared by the treaty, but they do not appear to have enlarged the jurisdiction of the Court; for we find it dealing with such cases throughout the sixteenth and seventeenth centuries in the same way and without any special authority, apparently in exercise of its original jurisdiction. Special commissions were, however, issued in the latter half of the sixteenth century, directing the Admiralty Court to try spoil cases, the object of which appears to have been to enable it to give a final sentence, from which no appeal, or one appeal only to the sovereign, was to lie. It is worthy of notice that no attempt appears to have been made by the common law courts to interfere with the admiral's jurisdiction in these matters of spoil and piracy. The difficulty that was

¹ In 10 Hen. VII. a Danish ship is condemned by the Privy Council to one John Whate, to whom letters of reprisal had been granted, he

giving security for the same to Robert Ridon, Judge of the Admiralty; *The Ancient State, &c., of the Court of Requests* (1596), p. 3.

experienced in doing justice and obtaining restitution of spoiled goods by reason of their sale before or after they were brought to land is illustrated by Case 86, *infra*, p. 141.

2. More numerous even than the 'spoils' cases are those dealing with mercantile, shipping, and commercial matters. The patents of the admirals and judges of the sixteenth century show that the Court claimed a very wide jurisdiction in these causes. We have seen that the Court was originally instituted to deal with piracy and spoil cases. How and when it acquired a jurisdiction in maritime cases generally is not so clear; but there is evidence that from the end of the fourteenth century it was exercising such a jurisdiction. It appears, however, by the prohibitions and supersedeas writs which issued between 1530 and 1540,¹ as well as from the fact that an Act was passed in 1540² to enable it to deal with matters of freight and charter-parties, that the jurisdiction had been then called in question. It was, probably, the rapid increase of business in the Admiralty Court connected generally with shipping and foreign trade that first aroused the professional jealousy of the practitioners of the common law. All contracts made abroad, bills of exchange (which at this period were for the most part drawn or payable abroad), commercial agencies abroad, charter-parties, insurance, average, freight, non-delivery of, or damage to, cargo, negligent navigation by masters, mariners, or pilots, breach of warranty of seaworthiness, and other provisions contained in charter-parties; in short, every kind of shipping business was dealt with by the Admiralty Court. The law merchant, which was there administered, particularly with reference to bills of exchange, bills of lading, and charter-parties, appears to have been recognised in the Admiralty earlier and far more fully than it was in the courts of common law.

Mercantile
and shipping
cases.

3. Wreck.—Owners of ships and goods wrecked upon the shores of England resorted to the Admiralty Court to obtain possession of their property. Spoil or pillaging wrecks was of common occurrence, and commissions

Wreck.

¹ See *infra*, pp. lxxiii seq.

² 32 Hen. VIII. c. 14.

frequently issued from the Admiralty directing the persons named in the commission to search for, and take possession of, wrecked goods which had come to the hands of persons other than their owners. The commissions provide for the holding of inquisitions upon oath and the empanelling of juries. Besides these cases of spoil of wreck there are frequent proceedings by the admiral, *ex officio*, to obtain possession of flotsam and derelict property, which were perquisites of his office, and expressly granted to him by the terms of his patent. The statutes of Richard II. providing that wreck should be tried by the common law appear to have been disregarded, and no prohibitions occur upon this matter.

Businesses of
contempt;
suing in
common
law courts.

4. *Negotia contemptus*.—These businesses of contempt are very numerous. They are, for the most part, proceedings against plaintiffs suing in local courts for matters alleged by the promoter to be ‘*civiles et maritimæ*.’ The party proceeded against was usually suing—‘*coram vice-comitibus Londoniensibus*’—in the court of the sheriffs of London, or before the bailiffs of Yarmouth,¹ Dartmouth, Southampton, or some other seaport town. Occasionally proceedings in Admiralty were taken against parties suing in the King’s Bench or Common Pleas. The procedure in Admiralty was for the aggrieved party to file an allegation or exhibit articles against his adversary alleging contempt of the admiral and his Court, annexing a copy of the record of the common law court. Upon proof of the facts the party in contempt was arrested, and it appears that thereupon he usually submitted to the Admiralty jurisdiction and removed his suit to that Court.

Querelæ;
proof of
spoil by
foreigners
to found
application
for letters of
reprisal.

5. *Querelæ*.—Towards the latter end of the sixteenth century there are many *ex parte* proceedings called ‘*querelæ*,’ the object of which appears to have been to found a claim for letters of reprisal² against subjects of a foreign State by which the claimant had been wronged or ‘spoiled.’ The well-known seizure of Sir John Hawkins’ ships at ‘St. John de Lowe’ (Vera Cruz) on September 24, 1568, is the subject

¹ Cf. Case 39, *infra*, p. 78.

² See an order of the P.C., Add. MSS. Br. Mus. 14027, fo. 19.

of a querela (File 40, Nos. 7 and 8) amongst the records. There is also amongst the State Papers¹ a lengthy libel relating to the same matter; it is engrossed upon several membranes of parchment. There are amongst the records several querelæ claiming damages against the Spanish king for very large sums.

6. Commissions to examine witnesses in distant parts of the country, or abroad, are common. They are usually directed to two or more civilians; sometimes to the magistrates or other officials of foreign towns.

Commissions to examine witnesses;

Commissions to inquire as to ships and goods taken by pirates and as to wreck and derelict are not infrequent. The commission directs the arrest of the goods and of the spoilers.

to inquire as to spoil or wreck.

7. Arbitration.—This was a common mode of settling disputes in shipping cases, more particularly where questions of nautical skill were involved. In some cases the judge himself acted as arbitrator by consent; more frequently two or more civilians or experts acted as ‘aimables compositeurs.’ The parties appear to have usually executed a bond or entered into recognisance in the Admiralty Court to execute the award; there are several suits to enforce such a bond or to compel performance of the award.

Arbitration.

8. Proceedings *ex officio* to recover perquisites of the admiral, such as whales and other royal fish, pirate goods, and the like are common in the latter half of the sixteenth century.

Royal fish; pirate goods.

9. Interloping.—Interfering with the monopolies of the trading companies is a frequent cause of action in the reign of Elizabeth, and subsequently. Forfeiture of the interloping ship and her cargo was enforced by the Court.

Interloping.

10. Slander, assaults, and various torts committed on the sea and in the public rivers were redressed in Admiralty.

Torts.

11. Collision, the most frequent cause of action at the present day, is sometimes, but not often, met with in the sixteenth century.

Collision.

¹ S. P. Dom. Elizabeth, vol. 53.

Salvage.

12. Salvage.—There is only one¹ instance of the modern form of salvage action against owners of the salved property during the reign of Henry VIII. The early statutes relating to wreck provide for the remuneration of salvors, and the question of remuneration for work and labour in bringing in wreck and derelict is frequently mentioned in derelict cases.

Foreign contracts, and matters arising out of England.

13. Contracts and other matters arising out of the realm—in *partibus ultramarinis*—appear, during the first half of the sixteenth century, to have been recognised by the common law courts as cognisable in Admiralty. Even marriage contracts and wills made abroad are occasionally met with as the subject of suits in Admiralty.

Pilots and mariners.

14. Pilots, masters, and seamen.—Proceedings against pilots and other mariners for negligence are common. The Court exercised a disciplinary, as well as a civil, jurisdiction over mariners. An example of the exercise of this jurisdiction in the case of a pilot is given below, Case 53, p. 102. A sentence of disrating and imprisonment, very similar in form to this case, was passed in 1805, by court-martial against two pilots who lost H.M.S. 'Ramilies.'²

Fishermen.

15. Fishermen.—The Court exercised a similar jurisdiction over fishermen. This jurisdiction of the admiral is referred to in the statute 1 Eliz. c. 17, s. 6.

Harbours and rivers.

16. Harbours and rivers.—The admiral was also conservator of rivers and harbours. Ordinances against obstructing harbours and streams by buildings and by casting in rubbish were made and enforced by the Court. See *infra*, p. 85, case 6. A reference to these ordinances which appears to have been made under 34 and 35 Henry VIII. c. 9, is to be found in Warrants, File 2.

Hostages.

17. Hostages.—Applications were made to the Court by hostages detained in prisons abroad by the captors of ships

¹ See *supra*, p. lxxv, as to the jurisdiction of the Council and of the Court of Requests in salvage cases. The salvage case there referred to was in fact a claim by the owners of a Spanish ship against the Deal

hovellers for spoil. The sentence of the Council was that the ship was salved, and not spoiled; and half her value was awarded as salvage.

² *Naval Chronicle*, xiii., 331.

afterwards released upon ransom bills. The non-payment of these bills gave the hostage a right to proceed against the ship. File 17, No. 31, is a sentence for payment of the ransom money.

18. Deodand.—A few cases of ships alleged to be forfeited to the admiral as deodand occur in the latter part of the sixteenth century. Deodand.

At the foot of this Introduction (*infra*, p. lxxx) is a table showing roughly the character of the business transacted in the Court during the period (1530–1541) covered by the ten earliest Files of Libels. From this summary it will be seen that the documents reproduced below do not correspond in number with the different classes of suits dealt with by the Court. A few only of the more numerous classes of cases, such as mercantile cases and cases of spoil, have been selected as examples of the whole. The ‘businesses’ of contempt, articles for suing before common law courts in contempt of the Admiralty, are represented by one or two examples only; in the records they fill a large space. Collision, assault, slander, and other torts are more fully represented. No prohibition has been omitted, all being either reproduced or noticed. In other classes of cases those have been selected which either on account of their special character or on account of the light which they throw upon the history of the Court, are specially interesting. Sentences, as containing the most authoritative exposition of the law, have been preferred to all other documents. Number of different classes of cases; mode of selection.

The following points may be noted as to the practice of the Court and the law which it administered: Points of law and practice; arrest.

The ordinary mode of commencing the suit was by arrest either of the person of the defendant or of his goods. Arrest of goods was quite as frequent as arrest of the ship; and it seems to have been immaterial what the goods were, so long as they were the goods of the defendant and were within the admiral’s jurisdiction at the time of arrest. As pointed out below, the admiral at this period asserted and exercised a jurisdiction over all public streams, rivers, and

waters, whether the same were within the body of a county or not. Scarcely a trace appears of the modern doctrine of arrest being founded upon a maritime lien; the fact that goods and ships that had no connection with the cause of action, except as belonging to the defendant, were subject to arrest, points to the conclusion that arrest was mere procedure, and that its only object was to obtain security that judgment should be satisfied. The form of the article upon first decree shows that the defendant was always cited 'at'—*apud*—the goods or ship arrested, and that if he did not give bail to satisfy judgment the suit proceeded against him in his absence as well as against the *res*.

Hypotheca-
tion of ship
in charter-
parties.

The numerous charter-parties and bills of lading which are to be found amongst the records show that the ship was usually bound in terms for the performance of the contract of affreightment. In other cases the parties mutually bound themselves with sureties and their goods in a penal sum for the performance of the contract. In either case the ship was liable to arrest upon non-performance of the contract.

Bottomry.

Bottomry bills in their modern form do not appear during the first half of the sixteenth century; but the advance of money for necessities for the ship, or for the purchase of cargo, or for other purposes connected with the voyage, upon the terms that the lender should undertake the risk of the voyage, is common throughout the records. The document used upon such a transaction is called a bill obligatory — *billa obligatoria*; the money is usually expressed to be payable in a stated number of days after the ship's arrival at her port of discharge.

Division of
loss in case
of collision.

With the possible exception of the award of arbitrators in the case of *Handcocke c. Payne*, *infra*, p. 90, no trace occurs during the sixteenth century of the *rusticum judicium*—or division of loss where both ships are in fault for a collision.

General
average.

One claim only for general average contribution occurs prior to 1545. In charter-parties the freighter usually binds himself to pay *primage*, *lodemonage*, and *average*

accustomed. The first libel upon a policy of insurance is *Cavalicant c. Maynard* (1550), File 18, No. 132.

Many cases deal with matters arising upon waters which were clearly within the body of a county; and where the cause of action did not itself arise upon the water, the court appears to have founded its jurisdiction by arrest of goods of the defendant which were afloat in the Thames or elsewhere.¹ The patents of the admirals during the sixteenth century purported to give them jurisdiction in such waters, apparently without regard to the statutes of Richard II. The Court asserted and exercised a jurisdiction in such cases for many years; and it does not appear to have been seriously interfered with by prohibition from the common law courts until the time of Lord Coke. There is evidence, however, of the validity of the admiral's patent being called in question as early as 1544.²

Matters arising within the body of a county.

It has been already mentioned that a file of prohibitions which is stated to have formerly existed amongst the Admiralty records has disappeared. Whatever were the contents of this file it does not appear to have contained writs prior in date to the seventeenth century, for several of those issued in the sixteenth century are in the Files of Libels. Probably the file in question contained the writs of the seventeenth and eighteenth centuries; for none of these are amongst the records. With one or two exceptions all the prohibitions of the sixteenth century mentioned by Lord Coke (*Fourth Institute*, tit. Admiralty) are to be found either amongst the Admiralty records or amongst the *Coram Rege* and *De Banco* rolls. The following is a short statement of the nature of the suits in which they were issued, and also of other cases in which a conflict arose between the Admiralty and common law courts during the same period.

Prohibitions.

Gold v. Cokes cited by Lord Coke as of Mich. 16 Hen. VIII., occurred shortly before the commencement of the Admiralty records. It was an action upon 2 Hen. IV.

Gold v. Cokes,

¹ See *Warner c. Wheler*, *infra*, p. 117. prohibition is not amongst the Admiralty records. It is cited by Coke, *Fourth Inst.* tit. Admiralty.

² *Warner c. Wheler*, *Cor. Reg.* Hil. 36 Hen. VIII., rot. 38d. The

c. 11, for wrongfully suing in Admiralty upon a contract made within the body of a county; the record is rot. 140 of the De Banco rolls of the above term and year. Salt afloat upon the Thames at Billingsgate was arrested by Admiralty process as being the property of one Reade, deceased, formerly debtor to Cokes. The allegation in the declaration is that the salt at the date of the arrest was not the property of Reade, but belonged to Gold; moreover, that the contract in respect of which the debt arose was not made upon the high sea, but in London. The defence is, that Gold was not sued at all in Admiralty, nor cited to appear there, nor attached. The case does not appear to have come to trial.

Kyrkby c.
Barfoote.
Case 3, *inf.*
p. 27.

The earliest prohibition amongst the Admiralty records is in the first File of Libels (File 1*). It issued in a suit of Kyrkby c. Barfoote in 1528. Kyrkby sued Barfoote upon his bond, whereby Barfoote had become bail in a sum of £20 for the release of the 'Mary Grace,' which had been arrested by Kyrkby for non-delivery of wines shipped in her by one Hood to be carried to London on Kyrkby's account. Other goods of Barfoote, oil and soap on board the 'Erasmus' of Erith, were also arrested in the suit; see *infra*, p. 27.

Chapillon c.
Byrd. Case
5, *inf.* p. 29.

In the same file there is a writ of supersedeas dated 1528 in a suit of Chapillon c. Byrd, directing the judge of the Admiralty to stay proceedings, and to produce the defendant Byrd before the Barons of the Exchequer to answer a claim by the king for £39 2s. 6d. in respect of wines which appear to have been imported contrary to the statute 4 Hen. VII. c. 10 in a foreign ship. The suit in Admiralty was by the owner of the wines against Byrd for alleged 'spoil' of the wines from the ship after (as it was alleged) being driven into Ilfracombe by stress of weather; see below, p. 29. The wines seem to have been seized by Byrd, as informer, for breach of the statute of Hen. VII. Interference with proceedings in the Admiralty Court during the first half of the sixteenth century was more frequently by writs of supersedeas than by way of prohibition.

In *Struce c. Sleighter and Newland* (1534-5) two writs of supersedeas issued. Jacob Newland, who sued out the writ given below, seems to have been the Jacob Newland who was one of the defendants in *Struce c. Sleighter*.¹ Sleighter, the other defendant, obtained a writ of supersedeas which is also extant.² Struce's suit was to recover goods which had been spoiled from a ship ashore on the Barrows, an outlying sand off the Essex coast, which goods were afterwards carried by the spoilers to Harwich. The libel³ was filed at the end of 1533, or in the beginning of 1534. Sleighter sued out a writ of supersedeas, dated March 8, 1534,⁴ and Newland a similar writ of supersedeas, dated March 13, 1534.⁵ A sentence condemning Sleighter was passed on November 3, 1536.⁶ The cause of action in Newland's supersedeas is stated to have arisen upon contracts and complaints and other things done and arising within the body of the county of Essex—'super contractibus et querelis et aliis rebus infra corpus comitatus Essexie factis et emergentibus;' and there is a similar statement in Sleighter's supersedeas. Both writs recite 13 Ric. II. st. 1, c. 5, and proceed upon that statute.

*Struce c.
Sleighter.*
Case 11, *inf.*
p. 46.

In 1536 a supersedeas was obtained by one Turner⁷ upon the ground that the cause of action was breach of a contract made within the city of London—'super quodam contractu infra civitatem Londoniensem.'

Re Turner.

In 1536 the judge was served with a supersedeas in *Sutton c. Petyte*, a suit for breach of contract for the sale of corn to be carried by Petyte from Picardy and to be delivered in London. As in the above case of *Struce c. Sleighter* the supersedeas seems to have been withdrawn, for a sentence was afterwards passed against Petyte.

*Sutton c.
Petyte.*
Case 12, *inf.*
p. 48.

In 1534 a writ tested by the king—'mandamus . . . quod non molestetis, &c.'—issued in a case of *Bremer c. Porter*, a suit for damage to cargo by negligent carriage.

*Bremer c.
Porter.*
Case 31, *inf.*
p. 59.

¹ See *infra*, p. 45.

² File 1, No. 3.

³ File 1, No. 2.

⁴ File 1, No. 3.

⁵ File 2, No. 75-76.

⁶ File 3, No. 40.

⁷ File 2, No. 4.

The writ recites the statute 15 Ric. II. c. 3, in the usual form.

Sewell c.
Norman.
Case 37, *inf.*
p. 75.

Sewell c. Norman (1538) was an action in the City of London Court for non-delivery of money belonging to Sewell, which Norman at Bilbao contracted to carry from there to London. Norman took proceedings against Sewell in the Admiralty Court for contempt and infringement of the Admiralty jurisdiction, and an order was made for the arrest of Sewell. Thereupon Sewell applied for and obtained a certiorari to the judge of the Admiralty, ordering him to transmit to the Chancellor the process in the suit which Sewell after his attachment appears to have brought against Norman in the Admiralty.

Re Hodg-
shone. Case
38, *inf.* p. 77.

In re Hodgshone (1539) a writ of supersedeas was sent to the Council of the North, restraining them from interfering with an Admiralty matter.

Felton c.
Wellys.
Case 39, *inf.*
p. 78.

Felton c. Wellys (1538-9) was a suit to restrain the bailiffs of Great Yarmouth from entertaining an action of Wellys v. Felton, upon the ground that the local court was infringing upon the Admiralty jurisdiction. The object of Wellys v. Felton was to recover damages from Felton, the master of a ship lying in Yarmouth roads, for negligently leaving his ship in the roads with only two apprentices on board; whereby she drove from her anchors, and Wellys, her owner, was put to expense in searching for and recovering her. Felton applied to the Admiralty Court for an inhibition to the local court. Wellys obtained from the King's Bench a writ of supersedeas to the Admiralty, founding his application upon the statutes of Ric. II. Although the supersedeas went upon this ground and recites the statute of Ric. II., the real dispute was probably as to the claim of Yarmouth to be exempt from the admiral's jurisdiction under a grant from the crown; see Lansdowne MSS. Br. Mus. 171, fo. 186, letter of Ed. IV. as to usurped Admiralty jurisdiction of Norfolk and Suffolk towns; Add. MSS. Br. Mus. No. 12505, fo. 363, grant by Elizabeth to Yarmouth of Admiralty jurisdiction; and Leete c. Damarell, File 59, No. 192.

The next prohibition (1544) was issued in Warner c. Wheler¹; it is referred to by Coke, but is not to be found amongst the Admiralty records. Warner owed Wheler money for oil bought upon a contract made, as the prohibition states, 'in parochia Omnium Sanctorum in Bridge warda London' infra jurisdictionem comitatus civitatis Londoniensis ac extra jurisdictionem admiralitatis'—'in Allhallows' parish in Bridge ward, London, within the jurisdiction of the county of the city of London, and out of the jurisdiction of the Admiralty.' The validity of the admiral's patent was disputed, and the power which the patent purported to give the admiral of arresting goods afloat for the purpose of enforcing a contract made upon land within a county must have been held by the Queen's Bench to be void and illegal. In the Admiralty Court² the jurisdiction granted by the admiral's patent is asserted in these terms: 'to arrest [all] goods and things whatsoever of all persons whomsoever for all debts howsoever arising or sued for upon all contracts whatsoever, provided that such goods wares and things be found and be in any ships or craft on the public stream of the Thames or elsewhere within the ebb and flow of the sea below London Bridge towards the sea.' Wheler subsequently brought an action in the King's Bench against Warner for suing in Admiralty contrary to 2 Hen. IV. c. 11, claiming £100 damages.³

Warner c.
Wheler.

Lewes c. Toley⁴ (1544) is a prohibition also cited by Coke which is not to be found amongst the Admiralty records. It recites the statutes of Ric. II. and refers to 'divers statutes against sustainers and maintainers of plaints in England and elsewhere'—'diversa statuta contra sustentatores et manutentores querelarum in patria vel alibi;' and proceeds to state that one Lewes had, contrary to the statutes, arrested Toley's wool 'in the river Thames aforesaid, to wit, in the body of the county

Lewes c.
Toley.

¹ Cor. Reg. Hil. 36 Hen. VIII. rot. 127.

² Case 64, *infra*, p. 117.

³ Cor. Reg. Hil. 36 Hen. VIII. rot. 38 d.

⁴ Cor. Reg. Hil. 36 Hen. VIII. rot. 131. See Prynne's *Animadversions*, p. 76, on this case. The prohibition is set out in Rastell's *Book of Entries*, to. 24, 25.

of Essex, craftily and deceitfully under the name of one Humfrey Carre of Dantsic'—'in rivo Thamisie predictæ videlicet infra corpus comitatus Essexie caute et subdole sub nomine cujusdam Humfredi Carre de Dansyke;' and that Lewes had thereby compelled Toley to answer a suit brought in Admiralty in the name of Carre touching a certain contract alleged to have been made and entered into between Henry Carre and John Purpoynnt in the lifetime of him John at Dantsic aforesaid in parts beyond sea.

Crane c.
Bell.

Crane c. Bell¹ (1546) is incorrectly stated by Coke. It was a suit in Admiralty by Crane against Richard Bell for breach of a contract by Bell made at Dartmouth to indemnify Crane against claims by Destyron and others, Spaniards, against John Bell, deceased, brother of Richard, in respect of a ship called the 'Mary Fortune' and her cargo spoiled at sea by John Bell and others. The spoil suit was pending in Admiralty, and was decided by sentence² for restitution in favour of Destyron, and by it John Bell, the spoiler, was condemned to make restitution. Richard Bell was bail for John Bell in that suit. Crane was the attorney for Margaret, widow and administratrix of John Bell, and the indemnity was given by Crane to Richard Bell in respect of the bail given by Richard for his brother John upon the delivery of the ship and cargo to Crane by Richard Bell, in whose possession they were at Dartmouth. Coke's statement that the promise was 'that a ship called the Mary Fortune should pass safely without taking and surprising . . . which ship was afterwards taken by Spaniards' is erroneous. The prohibition went upon the ground, correctly stated by Coke, 'that the promise was made upon land and within the body of a county.' The references to the pleadings and sentence in the Admiralty records are: Crane c. Bell, Libels File 13, Nos. 19, 49; Destyron c. Turblevell, *ib.*, Nos. 53, 58, and *infra*, p. 128. The prohibition is not amongst the Admiralty records, but is given below, p. 129, from the Coram Rege Rolls.

¹ Cor. Reg. Tr. 38 Hen. VIII. rot. 126.

² Affirmed on appeal; see File 13, Nos. 57 and 58.

From the sentence of the Admiralty Court an appeal always lay to the king in Chancery. The terms of the statute 25 Henry VIII. c. 19, directing that appeals in ecclesiastical cases should be heard in the King's Court of Chancery—'like as in case of appeals from the Admiral's Court'—show that at that date (1533) there was an established system of appeals from the Admiralty to the king in Chancery. The practice was for the king upon each occasion to appoint special commissioners—'judices delegati'—to hear the appeal. In later times three or more delegates were appointed, of whom one was a judge of the common law courts, but during the period comprised in this volume the delegates were invariably civilians. Appeals were not infrequent, and they appear to have been often brought for purposes of delay. The only indication of an appeal which the Files of Libels give is the presence, in the file, of a Remissio or order from the delegates to the court below to proceed to execution of the sentence. It is worthy of remark that no instance of a sentence having been reversed is to be found amongst the records of this period. The Remissio always states either that the appeal was deserted or that it was dismissed. The records of the court of delegates do not commence until the seventeenth century. It appears that previously to 1563 the sentence of the delegates was not final. *Gernesey c. Henton* (*infra*, p. 17) looks as if an Admiralty suit could be protracted for an indefinite period by successive appeals; and this was one of the grievances petitioned against in the time of Richard II. The statute 8 Eliz. c. 5 put an end to this by declaring that the sentence of the delegates should be final.

Appeals
to the
delegates.

The Court of Admiralty, throughout the period comprised in the present volume, usually sat at Orton Key,¹ near London Bridge; but sittings are mentioned as being held at the Wool Key,² Edgose's Store, and at the 'High Berehouse,' near Horsleydown.³ After the institution of a 'curia principalis Admirallitatis Anglie,' probably early

Where the
Admiralty
Court sat.

¹ *Infra*, pp. 54, 191.

³ *Act Book*, No. 126, *ad finem*.

² *Infra*, pp. 2, 12, 160.

in the fifteenth century, the sittings in the provinces¹ of Admiralty Courts 'of the West' and other districts appear to have been abandoned.

TABLE SHOWING THE JURISDICTION OF THE COURTS OF CHANCERY AND COMMON LAW IN MATTERS OF PIRACY, WRECK, REPRISALS, ROYAL FISH, FISHERY, WEARS AND OBSTRUCTIONS IN RIVERS.

Pat. 16 John, m. 8: writ to bailiffs of ports to arrest pirates and spoiled goods, and to restore the goods to their owners.

Cl. 9 Hen. III., m. 15; Rec. Ed., p. 12, a: writ to Sheriff of Cornwall to arrest buyers and sellers of wreck belonging to the King, and to bring the rest of the goods to Portsmouth.

Cl. 11 Hen. III., m. 7; Rec. Ed., p. 192, b: writ to Sheriff of Sussex to arrest spoilers of a wreck, and to restore the goods.

Cl. 11 Hen. III., m. 21; Rec. Ed. II., 167: writ to bring pirates before the Justices ad respondendum, etc.

Cl. 11 Hen. III., m. 1; Rec. Ed. II., 203, b: writ to Sheriff of Norfolk to receive a pirate prisoner from bailiffs of Dunwich and to deliver him to Newgate gaoler.

Pat. 21 Hen. III., m. 6: writ to Mayor &c. of Sandwich to equip a ship to arrest pirates.

Pat. 13 Ed. I., m. 17: commission oyer et terminer, piracy; jury to be part Germans; commissioners to take instructions from Council if in difficulty.

Cl. 25 Ed. I., m. 14: writ from Chancery directing the restitution of Spanish goods spoiled at sea.

Cl. 25 Ed. I., m. 16: writ from Chancery directing restitution of a foreign ship arrested in time of peace, though war since declared.

Pat. 32 Ed. I., pt. 1, m. 2 d: commission oyer et terminer; spoil of wreck.

Pat. 32 Ed. I., pt. 2, m. 4 d: commission oyer et terminer; piracy; 'secundum legem mercatoriam.'

Pat. 8 Ed. II., pt. 2, mm. 12 d, 18 d, 26: commission oyer et terminer, spoil at sea.

Pat. 12 Ed. II., pt. 1, m. 13 d: ditto.

Cl. 12 Ed. II., m. 3 d: piracy; writ to Justices to return record.

Pat. 19 Ed. II., pt. 2, m. 22: commission, capture of royal fish.

Pat. 20 Ed. II., m. 13 d: ditto.

Rot. Orig. 17 Ed. II., p. 2, rot. 32: writ to Sheriff, commission oyer et terminer, spoil at sea.

Rot. Parl. 15 and 16 Ed. II., nu. 152: petition to Council; spoil at sea, answered 'habeant breve de transgressionem.'

Pat. 1 Ed. III., pt. 1, m. 5 d: commission to JJ. to make restitution of goods found to be spoiled.

Pat. 1 Ed. III., pt. 1, m. 16: writ of aid, to arrest goods of the Bardi spoiled.

¹ See *infra*, pp. 1, 17.

- Pat. 1 Ed. III., pt. 2, m. 6 d : commission oyer et terminer, spoil at sea.
- Pat. 1 Ed. III., pt. 3, m. 21 : restitution by King of ship come to his hands and found by JJ. to be spoiled, temp. 17 Ed. II.
- Pat. 3 Ed. III., pt. 1, m. 3 d : commission to survey wear.
- Pat. 3 Ed. III., pt. 2, m. 15 d : commission oyer et terminer, pursuant to treaty, spoil at sea.
- Pat. 4 Ed. III., pt. 1, m. 6 d : commission oyer et terminer, taking of a whale.
- Pat. 4 Ed. III., pt. 2, m. 14 d : commission oyer et terminer, spoil at sea.
- Pat. 5 Ed. III., pt. 1, mm. 22 d, 27 d : commission oyer et terminer, spoil at sea.
- Pat. 5 Ed. III., pt. 2, m. 4 d : commission oyer et terminer, spoil of wreck; *ibid.* m. 21 d ; commission oyer et terminer, wear in the Wye ; *ibid.* m. 20, exemplification of writ of 14 Ed. II. as to arrest of Flanders goods in reprisal for spoil.
- Pat. 6 Ed. III., pt. 1, m. 15 d : commission to inquire as to obstructions in the Derwent ; Pat. 26 Ed. III., pt. 1, m. 24 d, ditto, in Thames.
- Pat. 6 Ed. III., pt. 2, m. 19 : exemplification of writ of 15 Ed. II. to arrest Flanders goods in reprisal for spoil.
- Pat. 7 Ed. III., pt. 1, m. 15 d : commission oyer et terminer, spoil of wreck.
- Pat. 7 Ed. III., pt. 2, m. 26 d : ditto.
- Pat. 8 Ed. III., pt. 1, m. 21 d : commission oyer et terminer, spoil of wreck ; *ibid.* m. 28 d ; ditto.
- Pat. 10 Ed. III., pt. 1, mm. 40, 33, 38 : commission oyer et terminer, spoil at sea.
- Pat. 10 Ed. III., pt. 2, m. 2 d : commission oyer et terminer de bonis inventis in nave.
- Pat. 12 Ed. III., pt. 1, m. 32 d : commission oyer et terminer ; piracy ; restitution on imprisonment of spoilers ; distraint on localities implicated.
- Pat. 15 Ed. III., pt. 2, m. 48 d : commission oyer et terminer, spoil at sea of a Spanish ship.
- Pat. 16 Ed. III., pt. 1, m. 28 d : commission oyer et terminer, spoil at Fowey ; direction to seize the ship spoiled into the king's hands and to return names of spoilers.
- Pat. 16 Ed. III., pt. 2, m. 35 d : *he Tarryt case, supra*, p. xxxvii.
- Pat. 18 Ed. III., pt. 2, m. 5 d : commission oyer et terminer, spoil at Dartmouth, civil and criminal.
- Cl. 20 Ed. III., pt. 1, m. 22 : order from Chancery to arrest goods spoiled and the bodies of those in whose hands they are found.
- Cl. 20 Ed. III., pt. 1, m. 24 : writ from Chancery declaring forfeiture of enemies' goods in friends' ship, freight and mariners' wages being paid ; cited in Sir M. Hale's MSS. Jurisdiction of the Admiralty ; *sed qy.* as to the reference.
- Cl. 25 Ed. III., m. 6 d : writ from Chancery to take pirates and bring them before the Council.
- Pat. 26 Ed. III., pt. 2, m. 16 d : commission out of Chancery empowering commissioners to imprison one who failed to make restitution of goods spoiled. *Cf.* Pat. 8 Ed. IV., pt. 1, mm. 9 d, 8 d ; Pat. 6 Ric. II., d, *passim*.
- Pat. 26 Ed. III., pt. 3, m. 14 d : commission oyer and terminer to Robert de Drayton, locum tenens of Admiral ; spoil of wreck ; *ib.* m. 11 d, similar writ.

Pat. 33 Ed. III., pt. 2, m. 30 d : commission oyer et terminer ; spoil contra treugas.

Origin. 35 Ed. III., rot. 32 : taking of whales.

Pat. 35 Ed. III., pt. 1, m. 9 d : commission oyer et terminer, piracy.

Pat. 34 Ed. III., pt. 3 d : wreck.

Pat. 35 Ed. III., pt. 1, m. 9 d : commission oyer et terminer, spoil at sea

Pat. 35 Ed. III., pt. 3, m. 10 d, m. 28 d : commissions oyer et terminer spoil of wreck.

Origin. 35 Ed. III., rot. 32 (Rec. Ed. vol. 2, fo. 110 b) : commission oyer et terminer, a whale.

Pat. 38 Ed. III., pt. 1, m. 6, m. 9 : spoil, removal of wears.

Cl. 43 Ed. III., m. 4 : treason at sea by adhering to the king's enemies ; trial by jury before admiral assisted by judges by special commission ; *supra*, p. xlvii.

Coram Rege Rolls :

Coram Rege, 2 Ed. I., rot. 1, *Suth.* taking a whale, issue from Chancery ; 3 & 4 Ed. I., rot. 3, *Ebor.* seizure of ship at sea ; *East.* 4 Ed. I., rot. 4, fishery ; *Mich.* 4 Ed. I., rot. 23, *Norf.* piracy ; *Mich.* 13 & 14 Ed. I., rot. 6, *Suth.* erection of wear ; 15 Ed. I., rot. 28, piracy ; *East.* 35 Ed. I., rot. 18, *Suff.* fishery ; 2 Ed. II., rot. 33, *Lond.* piracy ; *Hil.* 7 Ed. II., rot. 12, taking porpoises ; *Trin.* 8 Ed. II., rot. 20, 38, 74, 83, 111 d, piracy ; *Trin.* 10 Ed. II., rot. 83, *Norf.* fishery ; *Hil.* 11 Ed. II., rot. 74, piracy ; *Mich.* 15 Ed. II., rot. 142, piracy ; *Trin.* 18 Ed. II., rot. 17, 18, piracy ; *Mich.* 19 Ed. II., rot. 17, *Rex*, piracy ; *Trin.* 16 Ed. III., rot. 25, piracy ; *East.* 17 Ed. III., rot. 5, 28, 36, and 83, piracy ; *Trin.* 17 Ed. III., rot. 14, piracy ; *Mich.* 19 Ed. III., rot. 51, obstructions in river Lee ; *Trin.* 25 Ed. III., rot. 22, piracy ; *Mich.* 26 Ed. III., rot. 51, piracy ; *Mich.* 27 Ed. III., rot. 29, *Rex*, piracy ; *Trin.* 34 Ed. III., rot. 34, arrest of Flemish goods in reprisal 'secundum legem mercatoriam' ; *Mich.* 38 Ed. III., rot. 33, *Rex*, murder and piracy ; *Trin.* 50 Ed. III., rot. 2, fishery on the *Reysand* 'en la meer' ; *Hil.* 8 Ric. II., rot. 18, *Suth.* piracy, issue from Chancery ; *East.* 9 Hen. IV., rot. 44, fishery.

Assize Rolls :

17 Ed. II., *Suth.* piracy ; 17 & 18 Ed. II., *Suth.* piracy ; 12 Ed. III., *Suth.* piracy.

TABLE SHOWING THE APPROXIMATE DATES AND BULK OF THE FIRST TWENTY FILES OF LIBELS.

No. of File	Approximate date	Approximate No. of documents	No. of File	Approximate date	Approximate No. of documents
1*	1527-1530	25	11	1542-1563	54
1	1530-1534	42	12	1543-1545	191
2	1535	78	13	1545-1546	125
3	1536	37	14	1545-1546	42
4 (2 bundles)	1537	85	15	1546	79
5 (2 bundles)	1538	130	16	1547	129
6 (3 bundles)	1537-1539	150	17	1548-1549	152
7	1539	124	18	1550	216
8	1540	83	19	1550	89
9	1541	77	20	1551	151
10 Missing					

TABLE SHOWING THE SUBJECT-MATTER OF SUITS IN THE FIRST TEN FILES
OF LIBELS.

1. Freight, breach of charter-party, non-delivery, damage to cargo, misconduct and default of mercantile agents abroad, sales of ships and goods, contracts, and debts arising abroad, necessities, jettison, average, money lent upon security of ship or cargo	95
2. Piracy, spoil, and robbery	27
3. Contempt; suing elsewhere, and questions of jurisdiction	18
4. Ownership, possession, sale of ship	26
5. Slander	2
6. Assaults	6
7. Wages	12
8. Wreck	3
9. Pilotage	4
10. Dockage dues	3
11. Collision	5
12. Conversion and other torts	36
13. Derelict	1
14. Offences of fishermen	5
15. Prohibitions	5
16. Necessaries, repairs, &c.	6
17. Misconduct of seamen	3

NOTES AS TO MODE OF TRANSCRIBING.

The Files mentioned in the references below are the Files of Libels unless it is otherwise stated.

The membranes are numbered in all but the earliest files. Occasionally a membrane occurs without a number; references to such an unnumbered membrane are given below in the form 'No. 65-66,' indicating that it is to be found between the membranes bearing the numbers given.

The sentences and other documents being voluminous and for the most part common form, their material parts only are usually reproduced. The full form of a sentence is printed at length at p. 41. Similarly a full form of libel is set out at p. 29; of an articulus ex primo decreto, or article upon first decree, at p. 88; of a warrant to arrest ship and cite defendant at p. 53; of a writ of supersedeas at pp. 33, 45, 50; of prohibition at pp. 27, 45, 59; and of a summary petition at pp. 64, 99, 116.

Words enclosed in square brackets [] are words which, being illegible or destroyed, or omitted by the scribe, have been supplied by the Editor.

Where such illegible or missing words are not supplied by the Editor, and also where words appearing in the original document are omitted by the Editor as being common form, or for other reason, the omission is indicated by dots . . .

It was discovered by the Editor, too late for correction, that the letters 'c' and 't' cannot be distinguished in the writing of the sixteenth century. The attempt, therefore, made in the spelling of such words as 'jurisdictio'

and 'etiam,' to use the modern form, must not be relied upon as always representing the spelling in the original document.

The thanks of the Editor are due to the officials of the Public Record Office, and particularly to Mr. Hubert Hall, without whose frequent and generous assistance it would have been impossible for a novice in the art of reading early documents to have even attempted the task which he has ventured to undertake.

R. G. M.

6, New Court, *July 1, 1894.*

ADDENDUM

AFTER this volume was printed the Editor found at the Public Record Office three Files, in their original parchment fastenings, sewed together so as to form one File. These, doubtless, are the Files of Prohibitions referred to in the Introduction, p. lxi, as missing. The sewed File is amongst the Admiralty court papers and is in a parcel known as 'Miscellaneous, 69.' It contains eighty-three membranes dated from 1581 to 1645. Most of these are writs of prohibition or supersedeas or writs giving the Admiralty court liberty to proceed in causes, notwithstanding previous prohibitions. Amongst them are the prohibition in Warner c. Wheler (*infra*, p. 117), tested by the king, and that in Lewes c. Toley (Introd. p. lxxvii), tested by Montagu, C.J.; withdrawals of the supersedeas in Warner c. Wheler, in Bremer c. Porter (*infra*, p. 59), and in Turner's case (Introd. p. lxxv); and the prohibition in Bell c. Crane (*infra*, p. 129). There are also writs of consultation or other writs giving the court liberty to proceed in the last and other cases, notwithstanding previous writs. It is hoped that some of the documents upon the File of Prohibitions may be printed in a future volume.

The 'Miscellaneous' parcels above mentioned are several hundreds in number, and contain for the most part ship papers taken out of prizes captured during the seventeenth and eighteenth centuries. There are also a large number of miscellaneous documents formerly in the Admiralty Registry and dated in the sixteenth and following centuries. Very few oyer and terminer records have hitherto been found.

NOTE ON THE SEALS OF THE COURT OF
ADMIRALTY.

AN early seal of the Court of Admiralty has been here reproduced from an original preserved in the Public Record Office. The seal in question is attached to a warrant dated 18th Oct. 1559 in the case of Robert Moone (High Court of Admiralty, Warrants, File 5), and is the only perfect seal discovered by the Editor in the course of a systematic examination of the more ancient instruments of the court. It has fortunately been preserved intact in consequence of being folded inside the file instead of hanging loose, like the rest, from the outside margin of the warrant to which it is attached.

Unlike the official seals of the king's courts this seal bears an impression on the obverse only, and it is attached to the filament like the ordinary attesting seal of a private deed. Probably it was not the seal of the Lord High Admiral of the period, Edw. Fynes, Lord Clinton and Say, but was the official seal of the Court, which retained the same device under successive admirals. Upon the great seals of the admirals their arms are figured on the sails of the ship, and the structure of the ship itself is altered from time to time. The seal, for instance, of Lord Seymour of Sudeley has, for the first time, three masts and guns. The ship figured on the Court seal, on the other hand, is wholly archaic in form, bearing a close resemblance to that figured on the Noble of Edward III. and on coins down to the reign of Mary. It also resembles the ships upon the early seals of the Cinque Ports and other seaport towns.

The legend reads, 'S. Cur. principalis Admirall. Anglie ad causas.'

The Editor has noted the following specimens of Admiralty seals in the British Museum collection and elsewhere :

Sir Philip Darcy, Admiral of the North, A.D. 1386.

Sir Thomas Trivet, Admiral of the West, A.D. 1386.

Sir William Hilton, Admiral of the North, *temp.* Ric. II.

Edward, Earl of Rutland, Admiral of the North, A.D.

1391 ; see Jal, 'Glossaire Nautique,' p. 1538.

Richard Cletherowe, Admiral of the West, A.D. 1406.

Thomas Beaufort, Admiral of England, A.D. 1406.

John, Earl of Huntingdon, lieutenant of John, Duke of

Bedford, Admiral of England, A.D. 1414.

William de la Pole, Earl of Suffolk, Admiral 'de France,'

A.D. 1422.

John, Duke of Exeter, Earl of Huntingdon and Ivory,

Admiral of England, A.D. 1435.

Nicholas, Baron de Carrew, lieutenant of the above, in the West, A.D. 1438 ; Record Office, Exch. Q.R. Navy ^{o.j.a.}

Henry, Duke of Exeter, Admiral of England, A.D. 1451.

Richard, Duke of Gloucester, Admiral of England, A.D. 1471.

Sigillum officii subadmirallitatis Anglie (15th century).

Sir John Russell, Admiral of England, A.D. 1540.

John Dudley, Viscount Lisle, Admiral of England, 1545 (a fragment).

Thomas, Lord Seymour of Sudeley, Admiral of England, A.D. 1548.

Seal of the judge of the Admiralty of Cornwall, 16th century.

Charles, Earl of Nottingham (Lord Howard of Effingham), A.D. 1601 (*semble*, not an Admiralty seal).

Algernon Percy, Earl of Northumberland, High Admiral, A.D. 1636.

James, Duke of York, High Admiral, A.D. 1685.

Prince George of Denmark, High Admiral, A.D. 1702,
Court seal. This and the last are very handsome
seals, about five inches in diameter.
Court seal 1808; seal of office 1810.

. All these seals, with the two exceptions mentioned above, are in the British Museum and are fully described in the catalogue of seals. Some of them are engraved in 'Archæologia,' Vol. VII. p. 69, Nicolas' 'History of the Royal Navy,' 'Collectanea Archæologica,' Vol. I. pl. xv., Jal's 'Glossaire Nautique,' and elsewhere, as mentioned in the British Museum Catalogue. They may be usefully compared with the seals, also to be found in the Catalogue, of the seaport towns of Dover, Poole, Dunwich, Hull, Faversham, Dartmouth, Bristol, Winchelsea and Southampton, some of which seals date from the 12th and 13th centuries. The claim to Admiralty jurisdiction set up by some of these towns is illustrated by the legends upon their respective seals. Thus Hull purports to have an 'officium Admirallitatis,' Faversham a 'portmote,' and Boston a 'sigillum concernen. causas marinas' or 'marittimas.' The Admiralty Court Records, Warrants, File 6, show that the commissioners or judges delegates for spoil cases used a seal similar to that of the Admiralty Court, but not the Admiralty Court seal itself.

This Admiralty seal is reproduced by Miss Agnes Salter, of 38 Woburn Place, Russell Square, by the same process that she employed in reproducing, for Mr. B. F. Stevens's Facsimiles of Manuscripts relating to America, a great number of seals from the original Manuscripts in the Foreign Office in Paris, in the Public Record Office in London, in the Auckland Manuscripts now in the British Museum, the Carlisle Manuscripts and others, and always without the slightest injury to, or discolouration of, the original seals. Over the seal to be reproduced is placed

a sheet of silver-foil, and upon that a wax composition, which receives the impression with absolute accuracy in every detail. This impression is used as the model for forming the die with which to strike any number of facsimiles.

For ordinary impressions, this die may be used with adhesive papers, or with wafers or sealing-wax, but the depth of the intaglio of this Admiralty seal is so great that no paper or similar substance was found to receive the impression without breaking. Hence, for the present facsimile, these impressions are struck in films of pure copper.

PART I.

RECORDS OF THE COURT OF JOHN EARL OF HUNTINGDON, ADMIRAL OF THE WEST, TEMPORE RICHARD II.

SAMPSON c. CURTEYS (*translation infra*, p. 149).

THIS and the following case, Gernesey c. Henton, came before the Court of John, Earl of Huntingdon, Admiral of the South and West, in the reign of Richard the Second, nearly a century and a half before the commencement of the existing records of the High Court of Admiralty. The records in both cases owe their preservation to the fact that the processes were by writs of *certiorari* directed to be transmitted to the Chancellor, and the Rolls containing the returns to these writs are amongst the earliest of the Chancery Miscellaneous Rolls. Sampson c. Curteys was an action for trespass to goods which in the year 1390 came before the Court of John, Earl of Huntingdon, Admiral of the South and West, held at Lostwithiel, in Cornwall. The case was removed by *certiorari* into Chancery, and the record of the Admiralty Court is preserved amongst the Chancery Rolls. Curteys was 'seneschal' of the court, and the defence is that the goods were seized by him, as to part under an order from the Admiral, as to other part in execution for a debt owing by Sampson to one Elys, and as to the rest that he knows nothing of them. The seizure was made in the year of the passing of 13 Ric. 2, st. 1, c. 5; it occurred at Lostwithiel, in Cornwall, and probably some question of jurisdiction was involved.

The language of the pleadings is French, and the form of the pleadings differs from that of the existing records of the sixteenth and subsequent centuries. Instead of the *libellus*, *allegatio*,

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positiones additionales of later times, we have *billa, responsio, duplicatio*, further *responsio, triplicatio*, and *quadruplicatio*. The Admiral of the West seems to have held a court of independent jurisdiction within his own Admiralty. The parties appear, and pleadings are delivered, in the Court sitting at Lostwithiel and Fowey; but the return of the Commission to take evidence is made to the Subadmirallus *nobis et curie nostre . . . apud le Wolkey London*; from which it seems that the court sat in London as well as in the West. The Court is styled 'la court marine,' or 'la court dadmiralte'; and the traditional sittings from tide to tide are indicated by the assignation 'ad primam horam et primam tydam.' The record is vouched by both parties, from which it would appear that at this period the court was recognised as a court of record. The Roll (Chancery Miscell. Rolls 18) is in good preservation, except the first part, which is defaced.

The following is a transcript of the Roll, commencing with the copy writ of *certiorari*, which is annexed:

Ricardus dei gratia rex Anglie Francie et dominus Hibernie dilecto et fideli suo Johanni Holand comiti Huntingdonie nuper Admirallo nostro Anglie versus partes occidentales vel ejus locum tenenti tunc ibidem Salutem Volentes certis de causis cerciorari super tenore recordi et processus loquele que nuper coram vobis in curia Admirallitatis vestre inter Johannem Sampson de Plymmuth juniorem querentem et Johannem Curteys de Lostwithiell defendentem [?] de quadam transgressione eidem Johanni Sampson per prefatum Johannem Curteys illata ut dicitur vobis mandamus quod tenorem recordi et processus ejusdem nobis in Cancellaria distincte et aperte sine dilatione mittatis et hoc breve Teste me ipso apud Stamford xxvj^o die Maii anno regni nostri quinto decimo.

The Roll begins as follows:

Tenor recordi et processus cujusdam placiti in curia Admirallitatis Johannis comitis Huntyngdonie Admiralli domini Regis [nostri in] partibus occidentalibus moti inter Johannem Sampson de Plymmouth juniorem partem actricem et Johannem Curteys de Lostwythiell partem ream . . . curia Admirallitatis tenta coram Nicholao

Macclesfeld deputato ac locum tenente generali Johannis Comitum Huntyngdon' Admiralli predicti in partibus occidentalibus apud Lostwythiell juxta fluxum maris¹ vicesimo octavo [die mensis] Marcii ad primam horam et ad primam tydam anno regni Regis Richardi secundi quartodecimo Johannes Sampson de Plymmouth . . . per fidejussores . . . Cook et Johannem Goldsmeth queritur [?] de Johanne Curteys de Lostwythiell in quodam [placito in curia] Admirallitatis facto prout sequitur in hec verba A tres honorable et tres noble [Johan counte de Huntingdon] Admirall nostre Seigneur le Roy vers les parties de South et West ou a son lieutenant [queritur] Johan Sampson de Plymouth le puisne de Johan Curteys de Lostwythiell que come le dit Johan Sampson le vendredi prochein apres le feste de Sanct Valentyn lan notre Seigneur le roy xiii^e avait enfret un vessel de Bretagne a Plymouth et par mesme le dit vessel avoit envoye a Lostwythiell un fardell de [drap] laine pris de x marc et un ciste pleyn de certains biens cestassavoir dedans la dite ciste furent vj^{xx} franks dor un ceinture dargent pris xl^e un baselard long harnessh ove argent pris iiij marcs une joup long de baudekyn [furre] ove cristegray pris xⁱⁱ deux doublets de baudekyn ix payres dez lintheaux [nouvelles pris ix] marcs iiij payres des chauxsembles de skarlett les queux fardell en le [dimanche] prochein ensuivant le feste susdit a Lostwythiell dedans le [flod]mark sans ascun processe de loy [ou] cause loyall ou resonable le dit Johan Curteys prist et emporta le dite ciste rumpa et toutz les biens susdits dedans contenus ousta et emporta atort [et . . . as] tres grand damage du dit Johan [Sampson] sans tout ceo que al Admyrall par le dit Johan Curteys [fuiet baille] dount il supplie remedie et que sa bille est vray en toutz pointz le dit Johan Sampson est [prest] prover si come le court agarde protestacion fesant damender ceste sa bille et adder et minuer a quel heur que mestier soit

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¹ The Admiral's Court at Lydd used to be held actually on the sea-shore; see Appendix 5th Report Historical MSS. Commission, pp. 520, 521.

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Quo vero die dictus Johannes Curteys per debitam citacionem citatus vocatusque comparuit et demandabat copiam bille predictæ et diem ad respondendum dicto Johanni Sampson in curia predicta Et tunc ibidem invenit fidejussores suos ad respondendum in dicta causa Johannem Kendale et Johannem Quaynte [?] Et super hoc deliberata est ei copia bille predictæ et datus est ei dies ad respondendum usque ad secundam horam et secundam tydam hujus diei loco supradicto Quibus hora et die advenientibus coram locumtenente predicto pro tribunali loco supradicto sedente partes predictæ vocatæ comparuerunt Et pars dicti Johannis Curteys quandam responsionem in scriptis redactam curie porrexit cujus vero tenor sequitur in hec verba

A tres honorable et tresgracious seigneur Johan Count de Huntyndon Admyrall de South et de West Vous plese assavoir et entendre que la ou Johan Sampson de Plym-mouth le puisne se plaint in votre tres halt court et noble de moy Johan Curteys de Lostwythiell que come le dit John Sampson le vendredi prochain apres le fast de seint Valen-tyn lan notre Seigneur le Roy qu'or est xiii^e avoit affect un vessel de Bretayne a Plymmouth et par mesme le dit vessel avoit envoye un fardell dez draps leynez pris x marcs un ciste plein de certains biens cestassavoir vj^{xx} frankes dor un ceinture dargent pris xl^e un baselard long harnessh ove argent pris iiij marcs une joup long de baudekyn furre ove cristagray pris xⁱⁱ deux doublets de baudekyn pris xl^e ix payres de lintheaux nouvelles pris ix marcs iiij payres dez chauxsembles de scarlet pris ij marcs lez queux fardell en le dimange prochain ensuivant le fast susdit a Lostwythiell dedenz le floodmark sans ascun proces du loy ou cause loyal ou resonable le dit Johan Curteys prist et emporta et la dite ciste rumpa et toutz lez biens susditz dedeins contenuz ousta et emporta a tort et as damages du dit Johan Sampson sans tout ceo que al Admirall par ly fuist baille come en sa bille plus playnement appiert Vous dioms et faceomes protestation que quant a biens susditz a la value come de vi^{xx} frankes et toutz lez autrez biens en

sa dite bille compris ne conysons poynt mes vous dioms que quant a la dite ciste pleyn dez biens que nous dussemes rumper et emporter a tort la dite ciste et toutes autres biens en la dite ciste contenuz forspris un joupe de baudekyn furre ove cristigray et lintheaux come appiert par record qu' est en votre gard ensemble ove autres biens compris en un endenture fait parentre Johan Bytham sergent de mace notre seigneur le Roy dun part et Thomas Galy attorne Robert Thorley receyvour notre seigneur le Roy en Cornuaille daltre part come en les ditz endentures plus playnement appiert furent delivrez a dit Johan Bytham par Robert Thorley et Thomas Galy par vertue des certains garantz et commandementz de votre treshaute seigneur as ditz Robert Thorley et Thomas Galy directez¹ les queux en presence ore a vous seront mostrez Et quant a lez draps layns jope et lyntheux susditz vous dioms que un Johan Elys de Wynkele marchand pursuyt un pleynte de dette vers le dit Johan Sampson en la court de marine tenuz a Lostwythiell devant Robert Thorley et ses lieux tenants pour quoy lez ditz biens et autres furent arrestez et proces continuez tanquez le pleyntyf recuvery come a le value as ditz biens come en le record qest en cest court plus playnement appiert Et non obstante que celle recuvere en la dite court marine de Lostwythiel la value dez ditz draps layns jope et les lintheux cestassaver la somme de vj^{li} iiij^d par voie de execution venant hors de cest noble court damyralte a Vyncent Ewyl de Loundres marchaunt² Et de ceo lez ditz defendantz vochent record de cest noble court fesant protestacion damender leur responce si mestier soit et a ceo prover nous sommes prest de faire come et sy la court agardera.

Et dictus Johann Curteys personaliter in curia tunc ibidem existens fecit constituit et ordinavit Thomam Galy procuratorem suum ac advocatum suum specialem in hac

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¹ In 1389 a Commission was directed by the Council to be made out to Richard Hembrigg, 'servienti Regis ad arma et Johan Draper quils facent serche des draps forfeit au

Roy'; see Proceedings and Ordinances of the Privy Council, vol. 1, p. 14, b.

² Some words seem to have fallen out here.

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parte ad ulterius nomine suo respondendum sive duplicandum et omnia alia et singula in hac parte faciendum et exercendum prout dictus Johannes Curteys faceret et exerceret si presens interesset in propria persona sua Et postea dictus Johannes Sampson petiit copiam responsionis dicti Johannis Curteys et diem ad replicandum Et super hoc concessa est ei copia et datus est ei dies ad replicandum in causa predicta usque in xxix diem Marcii extunc proximum sequentem ad primam horam et primam tydam apud Fowy juxta fluxum maris Quo vero die adveniente coram locum tenenti predicto loco supradicto sedente partes predictae vocatae comparuerunt et pars dicti Johannis Sampson quamdam replicacionem in scriptis redactam Curie porrexit cujus vero tenor sequitur in hec verba

A tres honorable et tres noble seigneur Johan Counte de Huntyngdon Admyrall notre seigneur le Roy vers les parties South et West Johan Sampson de Plymmouth le puisne ad bien entendu la response de Johan Curteys de Lostwythiel mis avant par Thomas Galy son attorne encontre la bille que le dit Johan Sampson poursuit devers ly en votre treshaut court Premièrement dit le dit Thomas Galy pour et en nom de dit Johan Curteys protestacion fesant quant as biens de la value de vi^{xx} frankes dor et toutz lez autres biens en la dite bille compris il ne conust mye Pour quoy en droit de les vj^{xx} franks del hur que il ne dit mye qils ne furont en la ciste et qil ne rumpa la ciste en la maniere come la bille suppose le dit Johan Sampson demande juggement et prie la somme susdit ovesque ses damages Et pour ceo que il response en le negatif en tant qil ne connust mye le dit Johan Sampson prie destre rescen a sa prove si mestier soit Et quant a la jope de baudekyn furre ove cristagray et lintheux il dit quils furont delivrez a Johan Bytham sergeant darmes notre seigneur le Roy ensemblement ove autres biens de dit Johan Sampson par certain proces de loy fet en votre treshaut court de Admyralte devers le dit Sampson Et de ceo il voche record dez certains endentures faitz parentre le dit sergeant dune part et Thomas Galy attorne de

Robert Thorley resceyvour notre seigneur le Roy en Cornuwaill dautre part Et quant a ceo mesme le dit Johan Sampson voche mesme record auxint Et quant a ceo quil dit que Johan Elys de Wynkley marchant poursuit un plaint de dette devers le dit Johan Sampson en la court de marine tenuz a Lostwythiell devant Robert Thorley et ses lieutenantz pourquoy certains biens cestassaver draps layns jope et lintheux furont arrestez et proces continu devers le dit Johan Sampson tanquez le dit Johan Elys avoit juggement de recoverer Et a cause de celle recouperer etc. A ceo dit Johan Sampson qil nad pas mis en certain quel jour quel an mesme le dit sute fuist pris devers ly Pour quoy pour noun suffisantise de response le dit Johan Sampson demande juggement Et del heur qil ad conu la possession de lez draps leyns jope et lintheux il lez pri ove ses damages Et si vous agardez le dit Johan Sampson est prest de respondre oultre Et del heur qil ne respoint riens a lez deux doublets de baudekyn pris de x^l dune ceinture harnissh dargent pris xⁱⁱ un baselard long harnissh dargent pris iiij marcs iiij payres dez chauxsemblez de scarlet pris de ij marcs et auxi il nad mis en certain come bien lez lintheux furont deliverez a Johan Bytham ne a Vincent Ewel marchaunt de Loundres par vertue et commandment de votre treshaute court de Admiralte pourquoy le dit Johan Sampson demande juggement de luy come noun respond' et prie ses biens susditz ovesqz ses damages fesant protestacion q'il est prest de prover toutz choses susditz en toutz poyntz lez queux giseront en sa personne apres quele heur que la court agardera et auxint damender sa dit replicacion et a ly adder minuer et encresser quele heur que mestier soit

De qua vero replicacione pars dicti Johannis Curteys petebat copiam et diem ad duplicandum si voluerit in causa predicta Quibus hora et tyda advenientibus coram locumtenente predicto partes predictae vocatae comparuerunt Et pars dicti Johannis Curteys tunc ibidem quandam duplicationem in scriptis redactam curie porrexit cujus vero tenor sequitur in hec verba

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A treshonorable et tresnoble seigneur Johan Counte de Huntyndon Admirall notre Seigneur le Roy vers les parties de South et West etc. Treshonorable Seigneur Vous avez bien entenduz que nous autre foiz avoms faitz protestacion damender notre response et ore avoms fait ceste respounce pour moy dit Johan Curteys et prie que le soit alowe pour dieu et en oepré de charité Vous monstre Johan Curteys que la ou Johan Sampson de Plymmouth se pleynt par une bille en votre treshalt court envers le dit Johan Curteys de Lostwythiell come par la dite bille appiert vous avez sy¹ Johan Curteys en propre personne que dit que quant a la fardell de drap layne une joupe longue de baudekyn furrez ove cristigray et ij payres de lintheaux il avoit un Johan Elys marchaunt de Wynkele que pursuiste un playnt de dette vers le dit Johan Sampson en la court de maryn tenuz a Lostwythiell devant Robert Thorley et moi Johan Curteys son lieutenant en ycell pourquoy lez ditz biens et autres furent arrestez et processe continue tanqz le pleytif recovery come en le record qest en ceste noble court plus pleynement appiert Quele record nous vochons et non obstante ycell recoverer en la dite court de maryn de Lostwythiell le value dez ditz biens draps layns joupe et lez lintheaux cestassaver a le value de vj^{li} iiij^d par voye execution venant hors de ceste noble court damyralte a Vincent Ewyl marchaunt de Loundraz et de ceo le dit Johan Curteys voche record de ceste court come appiert par les endentures deseuz nomes Et quant a la ciste pleyn dez biens en la maniere come il ad suppose par bille forspris la joupe long et lintheaux susditz vous dit le dit Johan Curteys que mesme la ciste dount il se pleint ove toutz lez biens en la dite ciste contenuz furent deliverez a Johan Bytam sergeant darmes notre seigneur le Roy par vertue de certeyns garrantz et commandementz de notre dit treshonorable seigneur ladmiral a Robert Thorley et Thomas Galy directz queux sont en present et come il piert par endentures parentre lez ditz Johan Bitam et Thomas Galy attorne a Robert Thorley en ycell faitez Et

¹ Sic. Qy. mistake for oi.

ceux biens que furent deliverez a Johan Bitam en la maniere susditz furent toutes lez biens que furent en la dite ciste le dymange prochain apres la feste de Saint Valentyn dez queux il soy pleynt ou unques puyz devant la delivrer des ditz biens a dit Johan Bitam et a ceo faire jeo syu prest daprover come et sy la court agardera Et quant a le torcenouse bruser de dite ciste et enporter des dites biens le nome Johan Curteys dit que amesme celle temps ou il suppose ceste bruser et enporter atort estre fait le dit Johan Curteys qil fuist seneschal soutz le dit Robert Thorley de le dit court marine susdit illeokes et la dite ciste fuist arreste par Johan Martyn bailly illeokes a sute de dit Johan Elys vers le dit Johan Sampson processe continue tanqz le pleyntyf recouvry come appiert par le record susdit qest en ceste noble court et issint par la ley en presence de Robert Thorley susdit et moy fuist la dite ciste overe et ceo suy prest daprover come et si la court agardera Et face protestacion pour cest respounce amender adder mynuer et encresser a quelle heur que mestier soit Et quant a les vj^{xx} franks dore un seyncture harnesse ove argent pris xl^j baselard long harnesse ove argent pris de iiij marcz j joupe longe de baudekyn furre ove cristigray ij doubletts de baudekyn ix payrez dez lintheaux iiij payres dez chauxsemblez de scarlet et le fardell susnomez si aucun tiels fuerount toutz fuerount deliverez par les avantditz commandementz a le dit Johan Bitam ensemble ove lez autres biens et ceo faire jeo syu prest daprover come et si la court agardera

De qua vero duplicacione dictus Johannes Sampson petebat copiam et diem ad replicandum in hac parte et concessa est ei copia et datus est ei dies ad replicandum usque in xxx diem mensis predicti usque ad primam horam et primam tydam loco supradicto Quo vero die adveniente coram Nicholao Macclesfeld locumtenente predicto partes predictae vocatae comparuerunt Et pars dicti Johannis Sampson tunc ibidem quandam triplicacionem in scriptis redactam curie porrexit ejusque vero tenor sequitur in hec verba

Premierement il vouche votre record qu'il admys celes

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choses desus escriptz en nom de replicacion encontre la replicacion de dist Johan Sampson Et quant a tout la matiere suscript en la replicacion de dist Johan Curteys Et nomement a tout la matiere que fuist compris dans le respounce premier de dist Johan Curteys mys avant par Thomas Galy son attorn a sa bill quele response appiert par record cyens en votre treshalt courte damerall le dit Johan Sampson nentende mye que ascun ley luy myst a resoner autrement qil nad responduz a devant en sa dit replicacion ovesque ceo qil est prest de prover tout ceo que en sa replicacion gist a luy prover forspris a lez ij payres de lintheaux queux furent arestes et livez a Johan Elys par voye dexecution aqy le dit Johan Sampson soy agre bien si la processe qils ount allegge soit resonable dont le dit Johan Sampson en droit lez vij peyres des lintheaux il demand juggement et prie destre receu a sa profe come de la chose de le dist Johan Curteys nient dedist. Et quant a vj^{xx} frankes dune ceyncture harnessh ove argent pris xl^e une baselard long harnessh ove argent pris iiij marcz un joupe de baudekyn furre ove cristigray pris vⁱⁱ ij doublets de baudekyn pris xl^e ix payrez dez lintheaux pris de ix marcz iiij payres dez chauxsemblez pris ij marcz et la fardell In sa replicacion contenuz si ascuns tiels furent furent livez a Johan Bytam par commandement de votre treshalt court Issint il ne dedit mye que tiels biens furent en sa garde en la maniere come la bille de dist Johan Sampson suppose eyens il dist si ascuns tiels furent et c^a pourquoy par la nient dedire et en tant qil faille de son record qil vouche devant en sa premier respounce cestassavoir pour ceo qils ne sount pas compris deyns lendentures faitz parentre Johan Bitam sergent darmes notre seigneur le Roy dune part et Thomas Galy attorne Robert Thorleye receyvour notre seigneur le Roy en la countee de Cornwaill daltre part de quele vouchen de record de lez endentures avantditz le dist Johan Sampson vouche record de votre treshalt court de ceo qe il piert par le respounce de dit Johan Curteys mys avant par Thomas Galy son attorne le Joesdy derrayn passe a Fawy a premier

tyde et premier heure le dist Johan Sampson demand juggement et si la court agarda il est prest daprover et c^a.

De qua triplicacione pars dicti Johannis Curteys demandabat copiam et diem ad quaduplicandum et ulterius faciendum et attentendum quod lex et consuetudo maritima consideraverint in hac parte Et concessa est ei copia Et data est ei dies ad quaduplicandum usque ad secundam horam et secundam tydam ejusdem diei loco supramemorato Quibus vero hora et tyda advenientibus coram locumtenente predicto partes predictae comparuerunt Et pars dicti Johannis Curteys tunc ibidem curie porrexit quandam quaduplicacionem in scriptis redactam cujus vero tenor sequitur in hec verba—A tres noble et tres redote seigneur Johan Counte de Huntyngdon Admirall nostre seigneur le Roy en les parties de South et West Vous dit John Curteys que quant a lez ditz vj^{xx} frankes dore j seincture dargent pris de xl^s j bastelard long pris de iiij marcz un joupe long furre de cristigray pris de x^{li} ij doublets de baudekyn pris de xl^s ix payres des lintheaux noveles pris de ix marcz iiij payres de chauxsemblez de scarlet pris de ij marcz choses de deyns la diste ciste et finalement respoignoms et les denyoms outrement Mes que le dite ciste estoit par la cause de la dite plee ensy moeve par le dit Johan Elys de Wynkeley encontre le dit Johan Sampson en la court de marine de Lostwythiell arreste ovesque les parcelles ensuantz taunt solement saunz ascune autre chose qeunques en ycell ciste apres le dite arreste trouvez cestassavoir j hope¹ long de scarlet ovesque gynglez furre ove reddegray pris iiij marcs j hope long de blu pris xx^s j goune de grene demy mottele enfurre de salabre pris xx^s j goune court grene de baudekyn pris x^s j goune court de fustian enbrowde pris x^s j goune noir de satyn pris xvi^s iiij doublets pris xiiij^s iiij^d iiij payrs de chauses pris vj^s viij^d ij chaperons pris ij^s iiij lintheaux pris v^s j bordecloz et j towell pris ij^s j canevaz pour j lit pris xij^d j altre towaill pris xij^d ij camyses pris viij^d ij pelez et j pele rouche [?] et demi pris xij^d j remenant de baudekyn pris xij^d j coverlit et j tapit rouge

1.
Sampson
c.
Curteys.
Transl. inf.
p. 168.

¹ Sic. Qy. jupe.

1.
Sampson
c.
Curteys.
Transl. inf.
p. 159.

embroude ove curtyns pris xxxij^s iiij^d j bever hat pris ij^s vj^d j coverlit grene [?] veile pris ij^s j coverlit de sarsyne pris x^s j payre solailles pris ij^d et j covere pris x^s Et que les dits parcelles estoient par voie d'exécution venant hors de ceste noble court d'armes nostre seigneur le Roy par endentures. parentre luy et Thoma Galy fait Et toutz ceux poyntz et chescun deux par soy est voir le dit defendaunt est prest d'aprover come le court voet agarder

Et super hoc pars dicti Johannis Sampson petebat materiam suam predictam probari Et quia quidam testes quos producere in hac parte intendebat in partibus remotis extiterunt petebat missionem ad partes de Plymouth et Plympton Et tunc ibidem decretum fuit quod dictus Johannes Sampson probaret materiam suam per ipsum superius deductam et concessa est ei quedam missio ad partes de Plymouth et Plympton Priori de Plympton Johanni Martyn et Mauricio Berde directa cujus vero missionis tenor sequitur in hec verba—Johannes Comes Huntynghdonie Admirallus domini nostri regis Anglie in partibus occidentalibus omnibus ad quos presentes litere pervenerint Salutem Sciatis quod nos ordinavimus et per presentes constituimus venerabilem patrem in domino Johannem Priorem de Plympton ac dilectos nobis Johannem Martyn Armigerum ac Mauricium Berd de Plymouth commissarios nostros speciales ad admittendum recipiendum omnes et singulos testes quos pars Johannis Sampson de Plymouth junior core¹ eis producere voluerit circa festum Nativitatis sancti Johannis Baptiste in quadam causa maritima per dictum Johannem Sampson versus Johannem Curteys de Lostwythiell superius deducta et mota et hujusmodi testes debite super articulis prenomminatis examinandos ac eorum attestaciones nobis et curie nostre sub sigillis eorum clausas apud le Wolkey London' juxta fluxum maris in festo quod dicitur Ad Vincula Sancti Petri debito modo transmittendas tenorem hujus mandati nostri distincte et apperte tunc ibidem nobis sub sigillis vestris notificandam In cujus rei testimonium presentibus

¹ Sic.

sigillum officii nostri duximus apponendum Datum apud Fowyn¹ primo die Aprilis anno regni regis Richardi secundi xiiij Et postea pars dicti Johannis Curteys petebat probare materiam suam justificatoriam predictam per eum superius deductam et eciam petebat quamdam missionem ad partes de Lostwythiell et Bodmyn pro eo quod quidam testes quos producere intendebat in hac parte in partibus remotis extiterunt Et super hoc decretum fuit quod dictus Johannes Curteys probaret materiam suam justificatoriam predictam et concessa est ei quedam missio ad partes de Lostwythiell et Bodmyn Priori de Bodmyn et Johanni Moill directa cujus vero tenor sequitur in hec verba— Johannes Comes Huntynghdon Admirallus domini nostri regis Anglie in partibus occidentalibus Omnibus ad quos presentes litere pervenerint Salutem Sciatis quod nos ordinavimus et per presentes constituimus venerabilem patrem in domino priorem de Bodmyn et Johannem Moill commissarios nostros speciales ad mittendum² recipiendum omnes et singulos testes quos pars Johannis Curteys de Lostwythiell coram eis producere voluerit circa festum nativitatis Sancti Johannis Baptiste in quadam causa maritima justificatoria per dictum Johannem Curteys versus Johannem Sampson de Plymouth juniorem superius deducta et mota et hujusmodi testes debite super articulis prenominatis examinandos ac eorum attestaciones nobis et curie nostre sub sigillis eorum clausas apud le Wolkey London' juxta fluxum maris in festo quod dicitur Advincula Sancti Petri debito modo transmittendas tenorem hujus mandati nostri distincte et apperte tunc ibidem sub sigillis vestris notificandum In cujus rei testimonium presentibus sigillum officii nostri duximus apponendum Datum apud Fowey j^o die Aprilis anno regni regis Richardi secundi xiiij^o Ita quod commissarii predicti transmissionem testium pro utraque parte producendorum in festo quod dicitur Advincula Sancti Petri apud le Wolkey London' coram Nicholao Clyfton Subadmirallo Admiralli predicti facerent Quo vero die coram dicto Nicholao Clyfton Subadmirallo predicto pars

1.
Sampson
c.
Curteys.
Transl. inf.
pp. 160-1.

¹ Sic.

² Sic.

1.
Sampson
c.
Curteys.
Transl. inf.
p. 162.

dicti Johannis Sampson venit cum quadam transmissione testium pro parte sua productorum et examinatorum sub sigillis dictorum prioris de Plympton Johannis Martyn Mauricii Berd clausa sigillata et eandem transmissionem curie tunc ibidem presentavit quam vero transmissionem dictus Subadmirallus tunc ibidem admisit et eam aperuit Cujus vero tenor sequitur in hec verba Nobilissimo domino etc.¹

Nobilissimo domino domino Johanni Comiti Huntingdonie Admirallo domini regis Anglie in partibus occidentalibus sui humiles devoti Johannes prior de Plympton Johannes Martyn et Mauricius Berd omnimodas reverencias cum honore commissionem vestram reverendam die decimo proximo ante festum sancti Barnabe apostoli anno regni regis Richardi secundi xiiij^{mo} recepimus in hec verba Johannes Comes Huntingdonie &c.

(The commission is here set out totidem verbis as above.

The process then continues as follows :)

Virtute cujus commissionis die Veneris tunc proximo sequenti accersiri fecimus prefatum Johannem Sampson ad capellam Beate Marie situatam in cinterio [?] prioratus canonicorum Plympton ad adducendum producendum et exhibendum tunc ibidem testes suos ydoneos si quos in causa predicta promptos haberet Qui quidem Johannes Sampson dictis die et anno [?] et loco produxit testes subscriptos et iterum die Veneris in Vigilia nativitatis Sancti Johannis Baptiste tunc proxima sequenti coram nobis ceteros subscriptos testes apud Warle produxit prout subsequenter apparet In cujus rei testimonium tam sigilla nostra quam sigilla ipsorum subscriptorum testium in fine testificacionum suarum presentibus sunt apposita et sic officium commissionis nostre predictae toto posse nostro complevimus

Prima examinacio testium Johannis Sampson de Plymouth junioris partis actricis facta in capella beate Marie situata in cinterio [?] prioratus canonicorum Plympton

¹ Sic.

die Jovis proximo ante festum sancti Barnabe apostoli anno regni regis Richardi secundi a conquestu Anglie xiiij^{mo} per nos Johannem priorem dicti prioratus et Johannem Martyn armigerum ac Mauricium Berd de Plymmouth commissarios in hac parte nobilissimi domini Johannis Comitis Huntyngdonie Admiralli domini regis Versus partes australes et occidentales Anglie super quibusdam articulis et deposicionibus per supradictum Johannem Sampson versus seu contra Johannem Curteys de Lostwythiell partem ream depositis de placito transgressionis et in curia dicti domini Admiralli usque ad testium examinacionem¹

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Sampson
c.
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p. 163.

Willielmus Berd de Plymouth primus testis libere condicionis etatis xxx annorum et amplius ut dicit juratus a diligentia [?] examinatus ac requisitus dicit quod die Veneris proximo post festum Sancti Valentini martyris anno proximo elapso quod erat anno regni regis Richardi secundi a conquestu Anglie xiiij^o presens fuit apud Plymouth et vidit quod supradictus Johannes Sampson ibidem affectavit unam crayeram de Brittania et ibidem eisdem die et anno imposuit in eandem crayeram unam fardellam panni lanei precii x marcarum argenti ut dicit iste qui loquitur unam cistam continentem omnia bona subscripta et plura alia videlicet vi^{xx} francz auri precii xx librorum argenti ut dicit iste qui loquitur Unam jupam longam de viridi baldequino penulatam cum cristegray precii x marcs argenti ut dicit iste qui loquitur ij doubletz de baldequino precii xl solidorum ut dicit iste qui loquitur ix paria lyntheaminum precii ix marcarum argenti ut dicit iste qui loquitur iiij paria caligarum rubei scarleti somellatarum precii ij marcarum ut dicit iste qui loquitur unam baselard stipatum argento precii iiij marcarum argenti ut dicit iste qui loquitur et unam zonam stipatam argento precii xl solidorum ut dicit iste qui loquitur Et dicit iste qui loquitur quod ipse presens interfuit quando hec omnia et nonnulla alia bona imposita fuerunt in dictam cistam et quod adjuvavit hec omnia in dictam cistam imponere et quod

¹ A word illegible—*ver lat'.*

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presens interfuit et vidit quum dictum fardellum et cista cum omnibus predictis bonis imposita fuerunt in dictam crayeram et quum dicta crayera cum fardello panni et cista cum omnibus predictis bonis enavigavit a portu de Plymouth versus Lostwithiell Et eciam dicit iste qui loquitur quod die dominica tunc proxima sequenti pro quibusdam negociis suis que tunc habuit agere apud Lostwithiell venit illuc et vidit dictam crayeram illuc ingressam et vidit quod tunc Johannes Curteys de Lostwythiell [dictum fardellum et cistam cum predictis bonis intra lez flodmerkes ibidem in dicta crayera cepit et]¹ sine processu legis seu aliqua causa rationabili ad domum suam portari fecit Et eciam dicit iste testis qui loquitur quod bene scit quod dictus Johannes Curteys eadem nocte sequenti absque processu legis seu aliqua causa rationabili dictam cistam fregit et omnia bona prescripta inde abstulit et quod sibi placuit de eisdem fardello et bonis fecit quia in crastino videlicet die lune tunc proximo sequenti multi fidedigni vicinorum predicti Johannis Curteys et magister ac marinarii crayere predictae retulerunt quod dictus Johannes Curteys eadem nocte dictam cistam fregerat et omnia bona predicta inde abstulerat Et inde laborabat et adhuc laborat ut dicit iste qui loquitur publica vox et fama Et dicit iste qui loquitur quod ipse nec prece nec precio est corruptus

[Here follow the depositions of seven other witnesses, Willielmus Solledon, Radulfus Crabbe, Johannes Coke, Johannes Hampton, and (at a second examination) of Richardus Drake, Johannes Graveston, and Robertus Robyn, all of whom depose in almost the same words to the seizure of the goods 'intra lez flodmerkes' by Curteys. The process then continues as follows:]

Et tunc ibidem pars dicti Johannis Curteys vocatus cum transmissione testium suorum pro parte sua productorum et examinatorum comparuit et tunc ibidem Curie presentavit quandam transmissionem testium pro parte sua pro-

¹ The words in brackets, which are in the depositions of other witness appear to have fallen out.

ductorum et examinatorum coram Subadmirallo predicto Quam vero transmissionem subadmirallus predictus in custodia sua propria habet Et idem Subadmirallus in longinquis partibus extat ideo transmissionem testium dicti Johannis Curteys mandare non potest absque tempore rationabili In cujus recordi testimonium sigillum Admiralli predicti est appensum Et hujusmodi recordum virtute brevis infracausi per eundem Admirallum transmittitur Datum vicesimo die Julii anno regni Regis Richardi secundi sextodecimo.

1.
Sampson
c.
Curteys.
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p. 161.

GERNESEY c. HENTON (*translation infra*, p. 165).

Gernesey c. Henton was removed from the Admiral's Court into Chancery by *certiorari*. The writ and the process are preserved amongst the Chancery Miscellaneous Rolls (Chancery Rolls, Miscell., Bundle 18, No. 11). The suit appears to have been instituted some time between 7 Ric. 2 and 15 Ric. 2, probably in or about the year 1389, and the *certiorari* is dated December 10, 1404. It is probably one of the cases referred to in the petition¹ presented in 17 Ric. 2 (1393-4) to the King and Parliament by the burgesses of Bridgewater and other towns in the West complaining of encroachments upon the franchises of towns by the Admiral's Court. The *diverses delays de la ley de civil, erroignes juggements, appelle a l'audience du Roy*, and unlawful hearing by the Admiral's Court of pleas touching *mesons debrusez*, which are some of the grievances mentioned in that petition, all point unmistakably to the doings of William Thomer, the Admiral's pretended deputy at Bridgewater, in the matter of Gernesey c. Henton, to the forcible entry by Kedewelly, Thomer's marshall or bailiff, into Henton's house, to the unlawful seizure of his goods under colour of execution of Thomer's sentence, and to the interminable appeals to the King by both parties. The answer to the petition, directing a *certiorari* for the removal of the case to the Chancellor and a reference to the Common Law judges, also corresponds precisely with the subsequent stages of the case. The petition is answered in the following terms:²

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Soit matire declarez en especiale devant le Chancellor et si luy semble par advys des justices qil nappartient mye a l'Office

¹ Rot. Parl. vol. iii. fol. 322 b.

² See Rot. Parl. *ut sup.*

2. Court ou conissance de l'Admirall soient les parties adjournez a la commune ley et prohibitions busoignables faitz en le cas.
 Gernesey
 c.
 Henton.

'Let the matter be declared specially before the Chancellor, and if it appears to him upon advice of the justices that it does not appertain to the Office, Court, or cognisance of the Admiral, let the parties be referred to the Common Law and let the necessary prohibitions issue in the case.'

The petition was answered in 1898-4—after the passing of 18 Ric. 2, st. 1, c. 5, and 15 Ric. 2, st. 1, c. 8—and although Kedewelly's application to the King's Bench for a prohibition was successful in the first instance, a consultation was afterwards awarded, and the prohibition was withdrawn; from which it would appear that in the opinion of the justices both the original suit of Gernesey *c.* Henton and the subsidiary suit of Henton *c.* Kedewelly were, or that at any rate the latter suit was, within the jurisdiction of the Admiral's Court. It does not appear that the Chancellor was called upon to adjudicate upon the case, and no record exists of any such adjudication. There is another petition of the year 1410 (8 Rot. Parl. p. 642), which appears also to refer to this case and to Sampson *c.* Curteys, *supra*.

Records of the commissions to hear the several appeals in the cases of Gernesey *c.* Henton and Henton *c.* Kedewelly are extant in the Patent Rolls; see Pat. Roll, 14 Ric. 2, pt. 2, membr. 8, commission to hear Kedewelly's appeal from Menesse's sentence; Pat. Roll, 15 Ric. 2, pt. 1, membr. 21, commission to hear appeal from Menesse's sentence; Pat. Roll, 15 Ric. 2, pt. 2, membr. 35, commission to hear appeal from the appointment and proceedings of Thomas Sudbury and Baldwin Malet, commissioners of appeal in Henton *c.* Kedewelly; Pat. Roll, 19 Ric. 2, pt. 1, membr. 9, commission to hear Kedewelly's appeal from Michael Sergeaux and William Sondag, commissioners of appeal in Henton *c.* Kedewelly.

The following is a summary of the complicated and interminable proceedings in this case:

1. Suit before Thomer, the Admiral's pretended deputy at Bridgewater; Gernesey sues Henton for conversion of money, for money owing for freight, and for money owing for salt and herrings bought.
2. Judgment by Thomer for the amount claimed.
3. Appeal by Henton to the Admiral.
4. Seizure by Kedewelly (an officer of Thomer's Court) of Henton's goods in execution of Thomer's sentence.

5. Henton's appeal from Thomer's sentence allowed upon the ground that Thomer had no power to hear maritime causes.

6. Suit in the Admiral's Court, Henton *c.* Kedewelly, for wrongful seizure of Henton's goods.

7. Sentence by Menesse for Henton, condemning Kedewelly in £237.

8. Appeal to the King by Kedewelly from Menesse's sentence.

9. Commission to the Dean of Wells and Sir Baldwin Malet to hear Kedewelly's appeal.

10. Appeal to the King by Henton 'ab ipsis commissariis'—(*semble*, from the granting of the commission).

11. Commission to Sir William Beuchamp, John Barnet, and others to hear Henton's appeal from the granting of the commission.

12. Kedewelly appeals to the King from the granting of the commission to Beuchamp and Barnet.

13. Commission to Michael Serieaux, Dean of Arches, to hear Kedewelly's and Henton's appeals in the matter of the commissions.

14. Prohibition from the King's Bench (at Kedewelly's instance) to Serieaux.

15. Prohibition withdrawn (at instance of Henton).

16. Serieaux dismisses Henton's appeal in the matter of the commission, and remits the case to Beuchamp and Barnet, condemning Kedewelly in £25 for costs of appeal.

17. Barnet's co-commissioners not being able to act through absence or other cause, commission to Serieaux to act with Barnet.

18. Barnet and Serieaux affirm Menesse's sentence and condemn Kedewelly in £100 costs of appeal.

19. Kedewelly appeals to the King from Barnet's and Serieaux's sentence.

20. Commission appointed to hear Kedewelly's appeal to the King.

21. Appeal by Henton to the King against the appointment of the last commission.

22. Reference by the King of Henton's appeal to the Privy Council.

23. Reference by the Privy Council of Henton's appeal to Michael Richard Ronkhale.

24. The King, Henry IV., varies the order of the Privy Council by directing Henton's appeal to be heard either by Ronkhale or Sharle.

25. Commission to Sharle and Ronkhale ordered to be re-

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called ; *semble*, on the ground that Kedewelly had no right to a further appeal.

26. Writ from the King to sheriffs and others to execute Menesse's and commissioners' sentences.

27. Neglect to make return to the King's writ.

28. *Certiorari* to the Admiral, directing him to transmit the process to the Chancellor.

29. Return to the *certiorari* ; exemplification of the process.

The following is a transcript of the Roll, and of the annexed copy writ of *certiorari* :

Henricus dei gracia Rex Anglie et dominus Hibernie Admirallo suo versus partes occidentales vel ejus locumtenenti ibidem Salutem Volentes certis de causis cerciorari super tenoribus cujusdam libelli per Johannem Gernesey contra Johannem Henton de Briggewater coram Willielmo Thomer nuper commissario Johannis de Holand nuper Comitis Huntynndon nuper Admiralli Regis Richardi nuper Regis Anglie secundi post conquestum in partibus occidentalibus et australibus regni nostri Anglie proposito cujusdam exemplificacionis recordi et processus cujusdam sentencie per prefatum nuper commissarium contra predictum Johannem Henton in curia predictae Admirallitatis late et cujusdam appellacionis ad audienciam prefati nuper Admiralli per prefatum Johannem Henton inde facte cujusdam petitionis prefato nuper Admirallo per prefatum Johannem Henton in hac parte exhibite et cujusdam reporti relacionum postmodum de mandato nostro et consilii nostri inde habitarum cujusdam brevis nostri nuper Admirallo nostro versus partes predictas [vel] ejus locumtenenti ibidem directi ac cujusdam processus pretextu brevis nostri predicti coram vobis seu ipso nuper Admirallo nostro in hac parte facti vobis mandamus quod tenores predictos nobis in Cancellariam nostram sub sigillo vestro prefate Admiralie distincte et aperte sine dilacione mittatis et hoc breve Teste me ipso apud Westmonasterium die Decembris anno regni nostri quinto

(*Endorsed*) Excellentissimo principi [domi]no regi Anglie et Francie et domino Hibernie Thomas dominus de

Berkeley in partibus occidentalibus Anglie Admirallus Vestrum breve regium quod dicitur cerciorari nuper directum cepi in . . . Henricus etc. cujus . . . in cancellariam vestram omnia et singula in dicto brevi contenta unacum dicto brevi annexo et sigillo officii Admirallitatis sigillato transmitti

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The Roll begins as follows :

. . . ¹ Acta et evidencie curie Admirallitatis tempore Comitum Huntyndon pro Johanne Henton

. . . ² Vobis provide viro Willielmo Thomere potentis domini domini Comitum Huntyndon Admiralli in partibus occidentalibus et australibus regni Anglie Commissario in hac parte deputato Johannes Gernesey contra Johannem Henton de Briggewater et contra quemcunque coram vobis legitime comparentem pro eodem dicit et in jure proponit Quod prefatus Johannes Henton die lune proximo post festum Trinitatis anno regni Regis Richardi Secundi septimo sexdecim libras in pecunia numerata de bonis et catallis dicti Johannis Gernesey infra fluxum maris occidentalis necnon subsequenter sexaginta solidos sterlingorum pro sale de prefato Johanne Gernesey apud Lougharis infra limites et fluxum maris occidentalis predicti situatam deinde triginta solidos pro allec ac quatuor libras de fretto duarum lastarum allec infra fluxum maris hujusmodi emptarum eidem Johanni Gernesey [ab] eodem Johanne Henton debitos cepit et asportavit detinuit et detinet minus juste in ipsius Johannis Gernesey prejudicium et dampnum ad valorem et estimationem xliij librarum Que omnia et singula fuerunt et sunt vera publica notoria pariter et famosa Unde facta fide que requiritur in hac parte petit dictus Johannes de Gernesey prefatum Johannem Henton in dictis xxiiij libris sterlingorum et decem solidorum * parti dicti Johannis Gernesey solvendis necnon in expensis dampnis et interesse dicti Johannis Gernesey condemnari et condemnationem ad solutionem eorundem omnium et singulorum compelli ulteriusque fieri

¹ A word is here wanting, the Roll being mutilated.

² A word is here wanting.

³ Sic.

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statui et decerni in premissis et ea concernentibus quibuscunque quod jūris fuerit in Curia Admirallitatis consideraverit in hac parte Que proponit et fieri petit dictus Johannes Gernesey conjunctim et divisim juris beneficio in omnibus semper salvo

Johannes Holand Comes Huntynghdon Admirallus domini nostri regis Anglie in partibus occidentalibus omnibus ad quos presentes litere pervenerint Salutem Sciatis quod inspeximus recordum et processum curie nostre maritime tente apud Briggewater coram Willielmo Tomere substituto ac deputato nostro ibidem xx^{mo} die Augusti anno regni domini Regis predicti xij^{mo} in quibus compertum est quod Johannes Gernesey queritur de Johanne Henton de Briggewater de placito debiti pro fretto sale et allec emptis apud Lougharis in mari prout plenius specificatur in libello dicti Johannis Gernesey Que omnia et singula idem locumtenens eidem Johanni Gernesey adjudicavit simul cum dampnis suis et expensis Quod vero in diem idem Johannes Henton appellavit ad audienciam dicti domini Admiralli non obstante qua appellacione facta quidam Johannes Kedewelly¹ tanquam minister dicti Willielmi Thomer fecit execucionem dicti judicii et pro tunc [?] dictus Johannes Henton coram dicto domino Admirallo ostendit unam relaxacionem generalem de omnibus actionibus sub sigillo dicti Johannis Gernesey atque allegavit quod locumtenens noster predictus aliquam potestatem non habuit causas maritimas determinare Et super hoc registro nostro viso audito et intellecto in eodem continetur quod idem Willielmus Tomere locumtenens noster predictus non habuit aliquam potestatem causas maritimas determinare Et ideo considerandum est per Curiam quod judicium adnulletur et pro nullo habeatur Tamen quedam sententia diffinitiva fuit lata pro dicto Johanne Henton de omnibus bonis et catallis per dictum Johannem Kedewelly perceptis virtute judicii et execucionis facte per prefatum Willielmum Thomer locumtenentem

¹ A John Kedewelly and a Thomas Curteys appear in a petition of the year 1410 in the matter of a ship

taken by the French; see 3 Rot. Parl. p. 643.

nostrum unacum dampnis et expensis prout plenius patet
In cujus rei testimonium has literas nostras patentes fieri
fecimus exemplificandas ad supplicacionem dicti Johannis
Henton sigillo officio¹ nostri signatas Datum Londonie
duodecimo die Maii anno regni Regis Richardi Secundi
quartodecimo

2.
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Transl. inf.
p. 168.

A tresreverent et tres noble Seigneur Counte de
Huntyngdon Admirall d'Engleterre monstre et propose
votre pour priant [?] Johan Henton de Briggewater que
come entre une Johan Gernesey actour dune partie et le
dit Johan Henton dautre partie fuist plee move touchantz
ley marime devaunt William Thomer de la dit ville votre
commissar pretens en cest cause et une sentence pur la
dit actour encontre le dit defendour fuit don de fait et en
mesme la cause de quele sentence fuist par la² dit Johan
Henton defendour a vous mon treshonorable seigneur
duement appelle et apres le dit sentence par votres com-
missars pretens par colour de execucion de dit sentence
anulle come dist est et come votre ministre pretens en
cest cas pendans la dit appelle indiscusse la maison de dit
Johan Henton entra par myne et autres engynez et lez
biens de dit Johan C.^u encontre droit et loy de meer ousta
De quelx choses le dit Johan prie et demande droit et
remedie par votre tres graciosus seigneur a luy estre faitz
en covere de charite et toutz lez chosez avant ditz il suffr'
a prover solonc votre agarde et ordination Plegii de
prosecucione

THOMAS DE BROKBURTON
ET THOMAS CROCKHORNE

Veritas facti nostri [?] esse talis prius lis sive contro-
versia mota erat inter quendam Johannem Gernesey partem
atricem ex parte una et Johannem Henton partem ream
ex altera in curia Admirallitatis coram Willielmo Thomer
locumtenente bone memorie Johannis Howland Admiralli
versus partem occidentem pro eo quod quidam Johannes
Henton xvjth de bonis et catallis ipsius Johannis Gernesey

¹ Sic.

² Sic.

2.
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Transl. inf.
p. 169.

in pecunia numerata Lowaris infra limites et fluxum maris ac quasdam alie¹ pecunie summas predicti Johannis Gernesey pro victualibus cepit et asportavit et detinuit In qua quidem causa predictus Willielmus Thomer sententiam pro parte dicti Johannis Gernesey contra partem dicti Johannis Henton tulit diffinitivam injuste eo quod idem Johannes Henton coram vobis ostendebat acquietanciam in hac parte sibi factam per predictum Johannem Gernesey A qua quidem sententia predictus Johannes Henton tanquam et injuste latam legitime appellavit et pendente appellacione hujusmodi indiscussa quidam Johannes Kydewelly minister curie predictae colore cujusdam mandati quod ab eadem curia ut dicitur emanavit diversa bona et catalla predicti Johannis Henton ad non modicam valorem prout inferius patebit cepit et asportavit et detinuit injuste Quodque subsequenter predicta sententia per Willielmum Thomer lata per magistrum Willielmum Mennessé locumtenentem domini Admiralli fuit infirmata et penitus annullata ac predictus Johannes Kedewelly ac Willielmus Thomer et Thomas Grunte [?] plegii dicti Johannis Kedwell in certis pecuniarum summis ratione asportacionis et detencionis bonorum hujusmodi legitime condempnavit² viz. in C.C. et xxxvij libris A qua sententia sive judicio predictus Johannes Kedewelly ad audienciam recolende memorie Ricardi Regis Anglie et Francie ut asseruit appellavit Ac causa ipsa appellationis predicti Johannes³ Kedewelly et negocii principalis fuit decano Wellen' et Baldewino Malet militi commissa Ac subsequenter predictus Johannes Henton ex certis causis rationabilibus ab ipsis decano et militi ad dictum dominum Regem et ejus audienciam appellavit ac causa appellacionis hujusmodi et negotii principalis fuit commissa domino Willielmo Beuchamp militi et magistro Johanni Barnet et certis aliis commissariis cum illa clausula etc. Quatenus [?] vos aut duo vestrum Ac iterum ad partem dicti Johannis Kedewelly ab ipsis commissariis ad dictum dominum et ejus audienciam fuit ut dicitur appellatum ac causa appellacionis et negocii principalis fuit per pre-

¹ Sic.

² Qy. mistake for *condempnati*.

³ Sic.

dictum dominum Regem bone memorie Michaeli Serieaux decano de Arcubus London' commissa Cui quidem Michaeli Serieaux per predictum Johannem Kedewelly appellan-tem fuit directa regia prohibucio¹ ne ulterius procedat in causa predicta ac deinde fuit quedam consultacio regia optenta per predictum Johannem Henton de avisamento omnium justiciariorum ad effectum quod dictus Michael Serieaux procederet Qui quidem magister Michael una cum sociis suis in dicta causa procedens predictam causam ad predictum dominum Willielmum et Johannem Barnet una cum condempnacione expensarum viz xxv librarum remisit Et quia ceteri in brevi regis contenti cum predicto Johanne Barnet in partibus presentes non fuerunt Idcirco predictus dominus noster Rex subrogavit in locum ipsorum absentium magistrum Michaelem Serieaux predictum Qui quidem magister Johannes Barnet et Michael predictus sentenciam per magistrum Willielmum Menesse latam confirmaverunt ac ipsum Johannem Kedewelly in expensis ad C. libras condempnaverunt A qua quidem sententia predictus Johannes Kedewelly finxit se appellasse cum de jure non poterit et quandam commissionem aliam certis judici- bus dirigendam fieri procuravit Premissa videns predictus Johannes Henton supplicavit domino Regi ut commissionem sic ultimo per eum concessam revocaret Qui quidem domi- nus Rex premissa consilio suo remisit ac consilium hujus- modi Michaeli Richardo Ronkhale ea commisit Ac deinde dominus noster Rex modernus vel domino Johanni Sharle ac Michaeli Richardo Ronhale² predicto conjunctim et divisim eadem commisit ad effectum discutiendum de valore dicte commissionis Et est verissimum quod prefatus Johannes Kedewelly nunquam fuerat prosecutus appellacio- nem aliquam per ipsum interpositam nec eam probavit sed per diversas prohibiciones regias ipsas appellaciones pro- prias impedivit et sic non potest juvari ex aliqua appella- cione per eum interposita Et posito quod bis appellasset sicuti [?] appellavit ut asserit ut superius est deductum Tercio non potuit appellare et sic commissio per eum [?]

2.
Gernesey
c.
Henton.
Transl. inf.
p. 170.

¹ Sic.

² Sic.

2.
Gernesey
c.
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p. 171.

ultimo obtenta vires non habet eo quod fuit optenta super tertia pretensa appellacione ipsius Johannis [?] Kedewelly Sic quod videtur de bona et justa consciencia quod dicta commissio ultima est revocanda et sentencie diffinitive predictae fuit executio demandanda saltem per ipsos magistros Willielmum Menesse magistrum Johannem Barnet et Michaellem Serieaux late ut predictur.

Super quo dominus noster Rex modernus mandavit domino Thome Kempston in partibus occidentalibus Anglie suo Admirallo vestrum breve ut execucionem faceret de quadam sententia pro parte Johannis Henton et contra Johannem Kedewelly alias in Curia Admirallitatis lata cujus tenor brevis sequitur sub hac forma Henricus dei gracia Rex Anglie et Francie et dominus Hibernie Admirallo suo versus partes occidentales vel ejus locumtenenti ibidem salutem Quedam acta evidencias et memoranda super certis sententiis diffinitivis in eisdem actis evidenciis et memorandis specificatis pro Johanne Henton nuper latis una cum quodam reporto relacionum in hac parte postmodum de mandato nostro et consilii nostri habiturum vobis mittimus sub pede sigilli nostri mandantes quod inspectis actis evidenciis memorandis et reporto predicto ac habita super eisdem informacione et deliberacione diligenti eidem Johanni super su¹ sentenciis predictis fieri et exhiberi faciatis quod justicia dictaverit ac secundum formam tenorem et effectum sentenciarum actorum evidenciarum memorandorum et reporti predictorum fuerit juste et debite faciendum Teste me ipso apud Westmonasterium xxvj die Aprilis anno regni nostri tercio Cujus brevis auctoritate diversis vicecomitibus sepius et quam plura precepta transmisimus ut execucionem facerent in hac parte sicuti fuerat justum viz dicto Johanni Berkeley militi tempore suo Richardo Boyton Domicello et Johanni Luterell militi et nullum istorum invenivimus qui nobis certificaverit [?] seu mandatum nostrum debito modo re . . . etc.

¹ Sic; qy. suis.

PART II.

EXTRACTS FROM THE RECORDS OF THE HIGH COURT OF ADMIRALTY.

KYRKBY c. BARFOOTE (*translation infra*, p. 172).

1527. File 1*, membr. 14 (*circa*).¹ Prohibition. In the same file is a libel and answer, from which it appears that Hoo-de, master of the 'Mary Grace,' received on board her wines to be carried to London on account of Kyrkby; Hoo-de failed to deliver the wines, and thereupon Kyrkby arrested the 'Mary Grace;' Barfoote became bail for Hoo-de in order that the 'Mary Grace' might be released; Kyrkby obtained sentence in his favour against Hoo-de, and upon Hoo-de and his surety failing to satisfy the judgment, Kyrkby sued Barfoote upon his bail bond, arresting at the same time Barfoote's goods on board the 'Erasmus' of Erith; the prohibition thereupon issued.

8.
Kyrkby
c.
Barfoote.
Transl. inf.
p. 172.

Henricus Octavus Dei gracia Anglie et Francie Rex fidei defensor et dominus Hibernie Dilecto sibi Arthuro Plantagenet Vicecomiti Lisle predilecti nobis Henrici ducis Richmondie et Somersetie ac Comititis Notinghamie magni Admiralli Anglie Wallie Hibernie Gasconie Normanie et Aquietanie locumtenenti atque Viceadmirallo ejusve in hac parte officiali sive commissario generali aliove² judici sive judicibus in hac parte competenti cuicumque et quibuscumque Salutem Cum in statuto in parlamento Richardi domini regis nuper Anglie secundi post conquestum apud Westmonasterium anno regni sui quinto decimo tento edito inter cetera declaratum ordinatum et stabilitum existit quod de omnibus contractibus placitis ac querelis ac de omnibus aliis rebus factis sive emergentibus infra corpora

¹ The references are to the Files of Libels. The membranes in the early files are not numbered.

² Sic.

8.
Kyrkby
v.
Barfoote.
Transl. inf.
p. 172.

comitatuum tam per terram quam per aquam ac eciam de wrecco maris curia Admiralli nullam habeat cognicionem potestatem nec jurisdictionem set¹ sint omnia hujusmodi contractus placita et querele ac omnia alia emergentia infra corpora comitatuum tam per terram quam per aquam ac eciam wreccum maris triata terminata discussa et remediata per leges terre et non coram Admirallo nec per Admirallum nec ejus locumtenentem quovismodo Jamque intelleximus quod vos statutum idem minime ponderantes quoddam placitum sive negocium inter Robertum Kyrkby civem et mercatorem cissorem Londoniensem generosum et Robertum Barfoote dominum et proprietarium certorum bonorum videlicet olei ac sope in navi vocata the Erasmus of Eryth ac Willielmum Hoo de detentorem certarum mercium in quadam navi vocata the Mary Grace of London ut supponitur ad instanciam dicti Roberti Kyrkby auctoritate dicte curie ad duas vices respective arrestatarum de duobus contractibus querelis ac aliis rebus infra corpus comitatus civitatis nostre Londoniensis factis et emergentibus coram vobis teneatis et ipsos Robertum Barfoote et Willielmum Hoo de respondendo prefato Roberto Kyrkby coram vobis in curia Admirallitatis predictae astringitis et ipsos ea occasione multipliciter inquietatis minus juste in ipsorum Roberti Barfoote et Willielmi Hoo de dampnum non modicum et gravamen ac contra formam statuti predicti Vobis igitur et cuilibet vestrum prohibemus ne ipsos Robertum Barfoote et Willielmum Hoo de nec eorum alterutrum ulterius in curia Admirallitatis predictae coram vobis seu vestrum aliquo occasione sive pretexto contractus sive querele predictae prefato Roberto Kyrkby responsuros de cetero astringatis nec placitum de contractu et querela predicta coram vobis aut vestrum aliquo quovis quesito colore amodo teneatis nec quicquam inde attemptetis quod in nostri contemptum aut ipsorum Roberti Barfoote et Willielmi Hoo de prejudicium cedere valeat quoquomodo sub violatoris legis nostre penam periculo incurrendi sententiam judicium sive decretum si que in ipsos Robertum Barfoote et Willielmum

¹ Sic.

Hoode pro premissis fulminaveritis eis relaxantes ipsos et penitus absoluentes et exonerantes de eisdem periculo incumbente Teste J. . . Fitzjames¹ apud Westmonasterium xxij die Novembris anno regni nostri decimo nono.

Per Curiam

Rooper

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Kyrkby
c.
Barfoota.
Transl. inf.
p. 173.

THE 'JAMES OF MALDON.'

1526. Act Book No. 126, *ad finem*. Bill for money lent at lender's risk; the libel is File 1*, memb. 6.

4.
The 'James
of Maldon.'

BILLA PALMEA.

This bill made the iij day of May in the yere of our lord God m^l v^c xxvjth wytnes that I John Palmer of Maldon merchant owes unto Peter Wyldank of London brewer the sume of xxv^{li} sterling the wyche the said Peter doth bere the ventre in a shipp called or named the James of Maldon from Maldon to Sheytland and from Sheitland to Maldon or any other port ther it shall fortune the said shipp to dyscharge her ladying frome all manner of mischaunce And I the said John Palmer byndeth me and my shipp and all my goods by this bill to paie the said Peter his executors or assynes xxv^{li} sterling mony within v weeks after the said ship called the James of Maldon come in sayff into any porte of Reyne of Yngland And in witnes of the trewth I the said John Palmer hath subscribed my name and sett my seal heren the daye and yere above writtyn

per me John Palmer

CHAPILION c. BYRD (*translation infra*, p. 173).

1528. File 1*, No. 82 (*circa*). Libel for spoil of a ship at Ilfracombe. There is no sentence, and it appears from the supersedeas (*infra*, p. 83) that Byrd seized the wines on behalf of the King as goods forfeited (perhaps for importation in a foreign ship contrary to the statute of 4 Hen. VII. c. 10). Although the judge of the Admiralty was acting in this case under a special commission to hear cases of spoil between English and French subjects, the form of the libel and the procedure are exactly the

5.
Chapilion
c.
Byrd.
Transl. inf.
p. 173.

¹ C. J. Q. B., 1526; C. B. Ex., 1521-5.

5.
Chapillon
c.
Byrd.
Transl. inf.
pp. 173-4.

same as in other Admiralty suits. Such special commissions were not uncommon, one of their objects being to avoid the delays of the Admiralty Court and of appeals from it.

In dei nomine Amen Coram vobis nobili et egregio viro domino Arthuro Plantagenett Vicecomite Lysley prepotentis et illustris domini nostri Henrici octavi¹ ducis Richmondie et Somersetie Comitis Nothinghamie magni Admiralli Anglie Wallie Hibernie Gasconie et Aquitanie Viceadmirallo necnon inter Gallos et Anglos in omnibus causis spoliacionis super mare infra jurisdictionem Admirallitatis Anglie pro compositione rite et legitime inter Serenissimos Principes videlicet Anglie et Francorum respective reges inita durante liga inter eosdem contracta specialiter deputato vestrove curie Admirallitatis locumtenente sive commissario quocunque in ea parte competente quocunque² pars honestarum personarum Petri Chapillon Petri Gramount Stephani de Cause et Willielmi Maeys mercatorum de Burdugalia contra et adversus Alexandrum Byrd alias Byrte de comitatu Devonie vestre jurisdictioni notorie subditum et subjectum necnon contra quemcunque alium coram vobis in iudicio legitime intervenientem pro eodem per viam summarii articuli seu summarie petitionis dicit allegat et in his scriptis in jure proponit articulatim prout sequitur

1. Imprimis quod predicti querelantes superspecificati mensibus Novembris Decembris Januarii Februarii Marcii anno domini millesimo quingentesimo xxvj^o eorundemve mensium uno sive aliquo in partibus de Burdeaux quandam navem vocatam le Reyngnye [?] de luture [?] of Brytaney cujus sub deo magister erat quidam Jacobus Bealacon cum lv doliis vini Gasconici onerarunt et onustarunt seu sic onerari et onustari fecerunt Ac ponit divisim et de quolibet

2. Item quod dicti querelantes seu eorum factores et negociorum gestores navis ac dictus magister navis cum hujusmodi nave et vinis predictis versus portum de Cheppystow in partibus Wallie seu saltem ad partes Scocie erant navigaturi prout dictis mensibus seu eorum aliquo versus

¹ Sic. Henry Fitzroy, son of Henry VIII.

² Sic.

dicta loca navigabant et velificabant Ac ponit divisim et de quolibet

8. Item quod tempore hujusmodi navigacionis et velificacionis dictus magister prelibellate navis una cum hujusmodi vinis per atram et horribilem tempestatem ac nimium validos ventos ad quendam portum vocatum Ilfardecombe in partibus Devonie predictae applicare et navale seu stacionem¹ pro conservacione sui ipsius et suorum ipsiusque navis et vini querelati coactus fuit et compulsus prout de facto ad dictum portum de Ilfardecombe propter hujusmodi ortam tempestatem et ventos applicuit et venit Ac ponit divisim et de quolibet

4. Item quod dictus magister navis una cum hujusmodi nave et vinis in dicto portu per spacium x aut xij dierum pro vento et aura secunda et uno ductore seu naulificatore expectavit Ac tunc ibidem hujusmodi ductorem seu naulificatorem qui inde ex illo portu ipsam navem ad prefatum portum de Chyppistow in partibus Wallie seu ad Scociam reduceret certo precio conduxit Ac ponit divisim et de quolibet

5. Item quod dictus Alexander Byrde alias Byrte mensibus et anno predictis eorundemve mensium uno sive aliquo predictam navem sic ut prefertur vinis onustatam in portu de Ilfardecombe predicto infra jurisdictionem Admirallitatis Anglie tempestatum causa ut eciam prefertur residentem una cum sua oneracione vini vi ac armata manu et violenter invasit Ac supradicta dolia vini Gasconici ac ponit de quolibet numero minori doliorum hujusmodi vini usque ad x dolia et de tanto numero quatenus in eventu litis probabitur contra et preter voluntatem prefatorum querelantium et magistri navis prelibellate et marinariorum et hominum in eadem nave adhuc existentium violenter contra bonum equum jus et justiciam abstulit evexit abduxit et asportavit seu sic abduci evehi auferri et asportari fecit et mandavit eosdem querelantes tam proprietarios dictorum doliorum vini quam etiam in possessione eorundem per se et suos notorie existentes loco et tempore predicto eisdem vinis orbavit privavit et spoliavit Ac ponit divisim et de quolibet

5.
Chapillon
c.
Byrd.
Transl. inf.
p. 175.

¹ Sic.

5.
Chapillon
c.
Byrd.
Transl. inf.
p. 176.

6. Item quod dictus Alexander prefata non satius injuria post et citra violacionem et spoliacionem prefatam navem sic spoliata in predicto portu de Ilfardecombe per vim et violenciam per spatium x aut xij ebdomadatum nulla subsistente causa saltem legitimam¹ retinuit et expectare fecit et mandavit in magnum prejudicium dictorum querelantium et hominum in eadem tunc existentium et gravamen Ac ponit divisim et de quolibet

7. Item quod predicta lv dolia vini tempore hujusmodi spoliacionis et asportacionis ad summam sive valorem CCC librarum sterling et ponit pars dictorum querelantium de qualibet summa minori usque ad summam xxⁱⁱ et de tanta et tali summa quatenus et quanta per probationes legitimas in eventu litis veniet declaranda et comprobanda communi hominum estimacione notorie se extendebat² Ac ponit divisim et de quolibet

8. Item quod dicti querelantes tempore hujusmodi spoliacionis prelibellate erant respective veri domini et proprietarii antedictorum bonorum ac in eorundem possessione per se et suos in dicta nave notorie existentium et pro talibus erant reputati dicti tenti habiti et nominati palam publice et notorie Ac ponit divisim et de quolibet

9. Item quod prefatus Alexander ad restituendum et retradendum hujusmodi vina sic ut prefertur per ipsum et ejus complices ablata abducta et spoliata ex parte per partem dictorum querelantium seu eorum alicujus legitime requisitus fuit et interpellatus Qui sic requisitus premissa seu eorum aliquod facere recusavit et denegavit seu saltem distulit et differt in presenti Ac ponit ut supra

10. Item dictus Alexander est de comitatu Devonie ac vestre in hac parte jurisdictioni notorie subditus et subiectus Ac ponit ut supra

11. Item ex parte dictorum querelantium de et super premissis fuit et est rite et legitime ad vos judicem competentem ac specialiter in ea parte ut premittitur deputatum ac ad vestram Curiam Admirallitatis querelatum Ac ponit ut supra

¹ Sic.

² Sic.

12. Item quod premissa omnia et singula fuerunt et sunt vera publica notoria manifesta pariter et famosa et super eisdem laborarunt publica vox et fama Unde facta fide de jure in hac parte requisita juxta juris exigenciam petit pars dictorum querelantium sibi in premissis jus et justiciam fieri et ministrari ac dictos querelantes respective dominos et proprietarios ac possessores dictorum vinorum tempore spoliacionis predictae fuisse et esse necnon dictum Alexandrum prefatam navem violenter invasisse ac eandem nequiter prefatis doliis vinorum spoliassse et eadem vina contra voluntatem prefatorum querelantium et aliorum hominum et marinariorum in eadem nave tunc temporis existentium abduxisse et asportasse Ipsumque Alexandrum in dictis vinis et restitutione eorundem si extant alioquin in eorum vero valore una cum dampnis expensis et interesse que ipsi querelantes hujus rei occasione sustinuerunt et sustinenda sunt plenarie condemnari et condemnatum ad debitam solucionem et restitutionem eorundem cogi et compelli per vos et vestram sententiam diffinitivam seu finale vestrum decretum domine iudex antedictae ulteriusque fieri et statui in premissis quod juris erit et rationis bone proponit eadem pars [?] conjunctim et divisim non artans se ad omnia et singula premissa probanda sed quatenus expedit [?] vestrum officium humiliter implorando

5:
Chapillon
&
Byrd.
Transl. inf.
p. 177.

1528. File 1*, Nos. 9 and 80. Precept for arrest of Byrd, and supersedeas.

Henricus Octavus dei gratia Anglie et Francie rex fidei defensor et dominus Hibernie predilecto et fideli suo Arthuro Plantagenett vicecomiti Lisle prepotentis viri domini Henrici ducis Richmondie Somersetie et comitis Notynghamie Magni Admiralli nostri Anglie Wallie Hibernie Gasconie Normandie et Aquitanie locum tenenti atque vice-admirallo Necnon Johanni Tregonwell juris civilis doctori ac judici curie Admirallitatis et eorum utrique Salutem Precipimus vobis quod corpus Alexandri Birt de Pylton in comitatu Devonie gentilis alias dicti Alexandri Birt de Barstaple in

5.
Chapillon
c.
Byrd.
Transl. inf.
p. 178.

comitatu Devonie in priona nostra sub custodia vestra aut alicujus maioris vicecomitis ballivi constabularii marinarii sive officarii vel officiariorum nostrorum infra jurisdictionem predicti ducis magni Admiralli antedicti sive vestram obtentu commissionis sue vobis in ea parte directe et concesse per mare et terram ubilibet constitutorum seu eorum alicujus detentum quocunque nomine sive addicione nominis aut cognominis idem Alexander censeatur habeatis coram Baronibus de Scaccario nostro apud Westmonasterium die lune xxiiij^{to} die instantis mensis Novembris una cum causa loco ubi arrestatus fuit et die capcionis et detencionis ejusdem Alexandri in priona predicta ad satisfaciendum nobis de xxxix^{li} ij^s vj^d super ipsum oneratis de medietate precii lj¹ doliorum vini Gasconici nuper de bonis et catallis quorundem Willielmi Rouland Stephani de la Cawe Petri Gramond et Petri Sepellion mercatorum de Burdegalia alienigenarum per ipsum Alexandrum Birt ad opus nostrum certis de causis nobis tanquam forisfactorum pertinentium seisorum et arrestatorum unde nobis nondum est satisfactum Et interim cuicunque processui sive demandationi coram vobis in curia vestra Admirallitatis versus eundem Alexandrum in causa civili et marittima pendenti supersedeatis omnino Teste Richardo . . . Broke milite apud Westmonasterium xvj^o die Novembris anno regni nostri vicesimo Per rotulum memorandum de anno xix^{mo} regis hujus Pasche Recogniciones Rotulo ix^{mo} et per barones²

WALSSH [?]

¹ Sic.

² See, below, p. 178.

PRESENTMENT OF JURORS.

1528-30. File 1*, No. 21. This is almost the only instance of a presentment to be found in the Files of Libels. There are a few others in the Act Books. 6.
Presentment
of jurors.

Inqueste for Kent

Richard Alyxander	Alen Sharpe
Thomas Broke alias Cowpert	William Dalby
Henry Banyster	Richard Symys
John Alyxander	Thomas Lendsay
John Martyn	Fraunces [?] Bowen
John Clarke	Jamys Watson

The wrake at Blackwall a grett nowans to ye kyngs strem and dangerus to many men that we do present

All chawkerys castyng thar rubysche in the kyngs strem we do present

Also we do presentt Robert Ruffen for a fray don apon the watter betwyxt Feversam and Hartay with Saunder Gren with Dawy Jonys and Jamys Watson and sewed the same James at Caunterberye wrongfully and keped hem in prison in Caunterberye

Item we doo present master Rowley for castyng owte of roobysche in to the chanell

Item we do present master Hunte for castyng owte of roobysche in to the channell

Item we do present Gerard . . . of . . . Hithe for castyng owte of roobysche . . .

CHARTER PARTY OF THE 'CHERITIE.'

1531. File 1, No. 40; see Barker c. Maynard, *ibid*.

In the name of god Amen This charter party indentyd off affraieghtement made the thirde day off the moneth off July in the yere off our Lorde 1531 and the xxij yere off the reigne off Kyng Henry the viijth betwene John Gilberd esquyer owner off a shypp namyd the Cheritie wheroff ys master under god Nicholas Parken for this present viage on

7.
Charter
party of the
'Cheritie.'

7.
 Charter
 party of the
 'Cheritia.'

thone partie and John Maynard off London mercer and capmerchaunt on the other partie Wytnessyth that yt ys covenantyd and agreyd betwene the sayd parties that the sayd capmerchaunt his factour and attorneys shall ffreight and lade the sayd shyppe with wyne to the fful number of lvij tonnes and ton tieght as she may bere and bestawe under hatches accounttyng always a ton mascull for a ton ij pipes for a ton iiij hoggeshedds for a ton and vj tercys for a ton and twenty hundred Englyshe weyght for a ton And the sayd owner and master shall make redye the sayd shyppe to take in all suche warys goods and merchaundicys as the sayd capmerchaunt his factours and attorneys wyl put into her And thereuppon the sayd shyppe shall sayle with the ffurste good wynd and wether that god shall send evyn strayeghte unto the parties off Ireland and there to tarye and ffleyshe where as ffleyshe may be gotten att the onlye costys and charges off the sayd capmerchaunt in everye thyng unto the xiiijth daye before the feaste off Seynte Michell tharchangell next comyng after the date heroff or else unto suche tyme as the sayd capmerchaunte do gyve warnynge to the master and his companye that he wyll ffyshe no more And then the sayd master and companye shall att the cost and charge off the sayd owner and so frome there hens¹ the sayd shyppe shall with the grace off god sayle with the ffurste good wynd and wether unto the citie off Bourdeaux and ther to tarye xxth days all accountted after that wyne ys made and able to be lade to ffraieght and lade the sayd shyppe to the full nombre abovesayd And theruppon the sayd shyppe shall with the grace off god retorne and sayle unto London where as the shyppe shall come to her reyghte port off discharge off all such wyne goods and marchaundicys lade in the sayd shyppe this present voiage And the sayd capmerchaunt byndyth hyme his executours and assignes to the sayd owner and master by this presents to paye or do to be payd to the sayd owner and master ther executours or assignes ffor the ffraieghte off every ton and ton tieghte

¹ Sic.

lade in the sayd shyppe this present viage xxij^s sterlynge the one halff ther to be payd within iiij days after the clere discharge off the sayd shyppe and the other halff to be payd within three monethes then next ffollowing withowte any delaye And the sayd owner shall warant the sayd shyp stronge stanche well and sufficientl^y vitalled and apparell^yd with mastys sayls sayle yerds ancors cables ropes and all other thyngs nedefull and necessarie to and for the sayd shype duryng this presentt viage And the sayd owner shall ffynd in the sayd shipe xj good and able maryners and a page whiche shalbe at altymes redye with ther boat to serve the sayd capmerchaunte his factours and attorneys to and frome the sayd shippe duryng this present voiage lafully att there desyer And all stowage lowaige wyndage pety lodmanage and averages acustomyd shalbe taken and borne uppon all the wyne goods and marchaundicys lade in the sayd shyppe this present viage And yff the sayd shyppe take any pryse purchase any flotson or lagen hit shalbe devyded into iij equall parties that ys to the sayd capmerchaunte the one parte and to the owner the second parte and to the master and his compagne the therde parte And the capmerchaunte shall have ffreight free in the sayd shyp this present voiage one tonne ffor his gods peny In wytnes wheroff the parties abovesayd to this present charter partie indentyd severallye have sett there seales Gevyn the day and yere abovesayd

7.
Charter
party of the
'Chertle'

(Not signed or sealed ; semble, copy.)

In the charter party of the 'Anne of Hull' for a fishing voyage to the Isle of Man dated June 10, 1582 (File 1, No. 87) it is provided that the owner shall supply 'a doge and a cat with all other necessaryes.' The following provision as to pilotage is commonly to be found in charter parties of this period :

. . . Provdyed allway that when as it shall ples god to bryng the said ship to the said yle or place or ney therunto that then it shall be leffull for the said master to take in a nable lodysman for his own dysscharge unto the said ile

7: or place at the cost and charge of the said owner and
Charter
 party of the
 'Cheritie.' freyghtters That is for to say the said owner for to pay the
 one halfe lodmanage and the fryghtters the other halfe . . .

FULLER c. THORNE (*translation infra*, p. 179).

8. 1533. File 1, No. 26. The following is the common form of
Fuller
 c.
 Thorne.
Transl. inf.
 p. 179. article upon first decree—*articulus ex primo decreto*. Although
 in form a pleading, its admission (which is usually noted by
 endorsement) was equivalent to a decree; see Clerke's '*Praxis*,' ed.
 1722, § 31. The first decree was made upon the fourth default
 of appearance by the defendant, and by it the ship or goods
 arrested were delivered into the possession of the plaintiff.
 Absolute ownership was obtained by a *secundum decretum*, a few
 instances of which occur in the later records. Upon claim being
 made to the goods within a year and a day the owner could
 recover possession. In later times the article upon first decree
 was sometimes signed by the judge.

The bill which was the subject of the suit is set out below,
 p. 41.

In dei Nomine Amen Coram vobis nobili et potenti viro
 domino Thoma duce Norfolchie magno Thesaurario Anglie
 et comite Marescallo ejusdem prepotentis et illustris viri
 domini domini Henrici ducis Richmondie Somersetie et
 Comitis Notyngamie et Magni Admiralli Anglie Wallie
 Hibernie Gasconie Normandie et Aquitanie Vice Admirallo
 sive locumtenente vestrove Curie Principalis Admirallitatis
 Anglie Commissario aut alio iudice in hac parte competente
 quocunque Pars probi viri Thome Fuller mercatoris stapule
 ville Caleti contra et adversus quedam bona sive mercimonia
 duo le dry fattes¹ una cum le hoggeshedd et unacum le
 baskett nuper spectantibus et pertinentibus ad quendam
 Thomam Thorne haberdassher civitatis Londoniensis in
 quadam nave Petty Salman vulgariter nuncupata ad
 instanciam ipsius Thome Fuller infra vestram jurisdictionem
 marittimam arrestata ac contra eundem Thomam Thorne
 et quemcunque alium coram vobis pro eisdem vel eorum

¹ Elsewhere described as '*vas egregie magnitudinis*'—probably a large
 crate or packing-case.

aliquo in iudicio legitime intervenientem per viam summarie petitionis sive summarii articuli dicit allegat et in hiis scriptis in iure proponit Quod predictus Thomas Thorne ex quodam contractu civili et marittimo inter eum et eundem Thomam Fuller inito habito et facto eidem Thome Fuller summam decem librarum sterlingorum debuit et adhuc debet prout per litteras obligatorias desuper habitas et manu ipsius Thome Thorne subscriptas et ejus sigillo signatas debitum predictum testificantes et probantes ac per ipsum recognitas et confessatas aliasque probationes legitimas in eventu litis huiusmodi clare veniet comprobandum[?] Quam quidem summam decem librarum idem Thomas Thorne licet sepius ex parte et per partem dicti Thome Fuller instantanter requisitus fuit eidem Thome hactenus non solvit neque satisfecit sedolvere et satisfacere recusavit etiam in presenti Unde idem Thomas Fuller spem aliam recuperandi dictam summam non habens nisi per missionem ex primo decreto in possessionem dictorum bonorum sive mercimoniorum vizt duo le dry fattes unacum le hoggeshedd et unacum le baskett in predicta navi infra jurisdictionem vestram marittimam reperta et inventa propter debitam summam predictam auctoritate vestra legitima arrestari Necnon tam dictum Thomam Thorne in specie quam quoscunque alios jus sive interesse in huiusmodi bonis sive mercimoniis in generale se habere pretendentes juxta morem stilum observanciam et consuetudinem dicte curie vestre citari procuravit et fecit ad comparendum coram vobis domine Judex antedictae ad certas diem sive dies et locum competentem predicto Thome Fuller in causa civili sive marittima de justitia responsuros Prefatus tamen Thomas Thorne sic citatus seu alii sic citati bonis sive mercimoniis huiusmodi cavere vel in terminis et loco huiusmodi comparere aut citacioni vestre parere non curaverunt sive recusaverunt seu plus justo distulerunt sicque recusavit et distulit memoratus Thomas Thorne nonnullas contumacias et presertim quatuor defaltas pertinaciter incurrando et incurrunt Sicque dictus Thomas Thorne incurrit Que omnia et singula premissa fuerunt et sunt vera publica notoria

8.
Fuller
&
Thorne.
Transl. lat.
p. 180.

8.
Fuller
c.
Thorne.
Transl. inf.
p. 181.

manifesta pariter et famosa Unde facta fide de jure requisita petit pars Thome Fuller antedictum Thomam Thorne in specie ac quoscunque alios in genere jus sive interesse in dictis bonis sive mercimoniis se habere pretendentes quatuor defaultas predictas contumaciter incurrere ac ipsos contumaces fuisse et esse ac premissorum occasione dictum Thomam Fuller seu ejus procuratorem in possessionem dictorum bonorum sive mercimoniorum ut premittitur arrestatorum ex primo decreto pro mensura debiti petiti et declarati si ad hoc sufficiat valor eorundem Alioquin in quatenus bona sive mercimonia hujusmodi sufficiant juxta leges et consuetudines marittimas hactenus usitatas et observatas unacum dampnis et expensis que vel quas dictus Thomas Fuller in hac parte sustinuit et sustinet mittendum fore et cum effectu mitti declarari et decerni Ipsaque bona sive mercimonia apprecianda fore et cum effectu appreciari etiam decerni Ulteriusque fieri statui et decerni in premissis et ea concernentibus quibuscunque quod juris fuerit et rationis Que proponit et fieri petit pars prefati Thome Fuller conjunctim et divisim non arctans se ad omnia et singula premissa probanda nec ad omnes superfluas probationes de quo protestatur Sed quatenus probaverit in premissis eatenus obtineat in petitis juris beneficio in omnibus semper salvo vestrum officium domine Judex antedictæ humiliter implorando

(Endorsed)

Thomas Fuller
contra
Thomam Thorne
et bona sua
arrestata

} Articulus Fuller
ex primo decreto

Crastino Cedde Episcopi tercio vizt die mensis Marcii anno domini millesimo quingentesimo xxxiiij^o et regni regis Henrici Octavi anno xxv^{to} per Huse in presentia magistri Johannis Kydd

The following is the bill which was the subject of the suit of Fuller c. Thorne; see Act Book, No. 127, last folio.

Exhibita in curia principalis Admirallitatis Anglie tercio die Marcii anno 1533

8.
Fuller
c.
Thorne.

Be it known to all men that I Thomas Thorne haberdasher of London have taken up by exchange of Thomas Fuller merchaunt of the staple of Callys the sum of lx^{li} sterling the which sum of thre skore pounds sterling to be payd to the said Thomas Fuller or to the brynger of thys byll in manner and forme foloyng that is to wyte the xxiiij daye of August next after the date of this byll to pay xxx^{li} sterling and the xx day of September next foloyng to pay other xxx^{li} sterling to the whiche payments well and trewly to be payd to the sayd Thomas Fuller or to the brynger hereof at the days before wrytten I the said Thomas Thorne bynd me myne ayres executors and assignes and all my goods In wytnes whereof I the sayd Thomas Thorne have wrytten this byll wythe myne owne hand subscribyd my name and sett to my seale the xviiij daye of Aprill anno mv^cxxviiijth

per me Thomas Thorn

payd of thys byll the x day Octobre some 30 0 0
payd more the xiiij day of December sum [?] x^{li}

Received [?] per me John Westbey in . . . the xxv day of Decembre x^{li} st.

DALE c. THORNE (*translation infra*, p. 181)

1534. File 1, No. 12. Full form of sentence; ownership of goods. File 1, No. 17, is the appraisement of the goods.

9.
Dale
c.
Thorne.
Transl. inf.
p. 181.

In dei nomine Amen Auditis visis et intellectis ac plenarie discussis per nos Johannem Tregonwell legum doctorem nobilis et prepotentis domini domini Thome ducis Norfolchie magni Thesaurarii Anglie et comitis marescalli

9.
Dale
c.
Thorne.
Transl. inq.
p. 182.

ejusdem clarissimi principis et domini domini Henrici ducis Richmondie et Somersetie comitis Notinghamie et magni Admiralli Anglie Wallie Hibernie Gasconie Aquietanie viceadmiralli et locum tenentis in curia sua principali Admirallitatis Anglie commissarium et officialem principalem meritis et circumstantiis cujusdam cause civilis sive maritime que coram nobis in dicta curia inter Matheum Dale civem et haberdassher civitatis Londonensis partem querelantem ex una et Thomam Thorne etiam civem et haberdassher eiusdem civitatis Londonensis partem querelatam parte ex altera vertitur et pendet indecisa Rite et legitime procedentibus partibus predictis per eorum procuratores coram nobis in iudicio legitime comparentibus parteque dicti Mathei Dale sententiam ferri et justiciam fieri pro parte sua parte vero prefatorum [*sic*] Thome Thorne justiciam etiam pro parte sua petenti et postulanti Rimatoque primitus per nos toto et integro processu coram nobis in huiusmodi causa habito et facto atque diligenter recensito Servatisque etiam per nos de jure in hac parte servandis ad nostre sententie diffinitive sive decreti nostri sive aliam [*?*] prolacionem in hac parte ferendam sic duximus procedendum et procedimus in hunc qui sequitur modum Quia per acta actitata deducta allegata proposita exhibita confessata pariter et probata comperimus et invenimus luculenter partem prenominati Mathei Dale intencionem suam in quodam summario articulo alias coram nobis in huiusmodi causa pro parte ipsius Mathei Dale judicialiter oblato deductam cujus quidem summarii articuli tenor sequitur et est talis In Dei Nomine Amen Coram nobis nobili et prepotenti domino domino Thoma duce Norfolchie Magno Thesaurario Anglie et Comite Marescallo ejusdem clarissimi principis et domini domini Henrici ducis Richmondie Somersetie et Comitibus Notynghamie ac Magni Admiralli Anglie Wallie Hibernie Gasconie Normandie et Acquietanie viceadmirallo sive locum tenente vestrove Curie vestre principalis Admirallitatis Anglie commissario sive officiali principali aut alio iudice in hac parte competente quocunque pars honesti viri Mathei Dale civis et

haberdassher civitatis Londonensis contra et adversus Thomam Thorne civem et haberdassher dicte civitatis Londonensis etc. Quem quidem summarium articulum pro hic lecto et inserto habemus et haberi volumus sufficienter et ad plenum fundasse pariter et probasse Nihilque effectuale ex parte et per partem prefati Thome Thorne in hac parte exceptum deductum allegatum propositum et probatum fuisse et esse quod intencionem memorati Mathei Dale in hac parte elideret seu quoquomodo enervaret IDCIRCO Nos Johannes Tregonwell legum doctor commissarius et officialis antedictus Christi nomine primitus invocato ac ipsum solum deum pro oculis nostris habentes et de et cum consilio jurisperitorum cum quibus communicavimus in hac parte bona in supradicto summario articulo specificata omnia et singula ad prefatum Thomam Thorne jure domini vel quasi notorie et indubitanter spectasse et pertinuisse Ipsumque Thomam Thorne omnia et singula bona hujusmodi mense Decembris ultimo preterito memorato Mattheo Dale pro summa quadraginta librarum sterlingorum vendidisse ac cum eodem Mattheo alias pepigisse et convenisse ceteraque fecisse prout in ij^{to} articulo dicti summarii articuli quatenus Thome Thorne respicit et non aliter plenius continetur Dictumque Mattheum Dale hujusmodi bona ab eodem Thoma Thorne pro summa predicta emisse ac summam hujusmodi eidem Thome pro bonis predictis bene et fideliter solvisse ac ipsum Thomam Thorne dictum Matheum ita solvisse et se de eadem summa bene et fideliter contentatum [*sic*] fuisse publice recognovisse ac premissorum pretextu bona predicta omnia et singula dicto Mattheo Dale tradenda fore et tradi debere pronunciamus decernimus et declaramus possessionemque bonorum hujusmodi eidem Mattheo adjudicamus Necnon dictum Thomam Thorne in expensis legitimis per partem prenominati Mathei Dale in hac parte factis et faciendis insuper condemnamus per hanc nostram sententiam diffinitivam sive hoc nostrum finale decretum quam sive quod ferimus et promulgamus in his scriptis Taxacionem vero et moderacionem expensarum

9.
Dale
c.
Thorne.
Transl. inf.
p. 183.

9. hujusmodi nobis aut alii judici in hac parte competenti
Dale
c.
Thorne.
Transl. inf.
p. 184. cuicumque reservantes et reservamus.
 (Endorsed)

Dale contra bona nuper ad Thomam Thorne pertinen- tia	}	Proximo Luce evangeliste decimo nono die Octobris anno 1584 lecta fuit ista sententia ad petitionem Kydd
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CHAPMAN c. PEERS (*translation infra, p. 184*).

10. 1584-5. File 1, No. 7: allegation as to custom of merchants
Chapman
c.
Peers.
Transl. inf.
p. 184. with reference to entering goods in bill of lading. File 2, No. 74: sentence condemning defendant for non-delivery of the hops.

Die Sancti Wulstani viz xix^o die Januarii anno domini
 1584

Chapman contra Peers Kydd	}	Quo die Husse allegavit quod Husse } si et quatenus hujusmodi les hoppes in pretensa summaria petitione per partem Chapman data fuerunt in navi dicti Peers invecte et imposite quod non fatetur pars ista proponens sed expresse diffidetur Dictus tamen Chapman exinde commodi sibi reportare non debet neque potest pro eo viz ^t et ex eo quod de more usu et observancia etiam consuetudine inter mercatores Lon- donienses et proprietarios ac magistros sive exercitores navium legitime prescripta tam in hac alma curia quam in aliis curiis cautum est et in contrario etiam judicio inter mercatores Londonienses in talibus causis habito sepius obtentum quod proprietarii et magistri seu exerci- tores navium aut eorum bursarii non tenentur neque debentur aut eorum aliquis non tenetur aut debet respondere pro bonis aut rebus in navibus suis invectis seu impositis que in libro raciocinii Anglice the boke of ladyng com- muniter dicti et nuncupati per dictos mercatores aut eorum factores non inscribuntur mencionantur aut inseruntur
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The sentence (File 2, No. 74), omitting formal parts, is as follows:

. . . . Idcirco Nos Johannes Tregonwell . . (*in common form*) . . . prenomiatum Thomam Peers ad solucionem tradicionem liberacionem satisfaccionem et restitutionem dictarum trium millium librarum sive ponderum de le hoppes seu eorum verum valorem de jure teneri pronunciamus decernimus et declaramus Illaque le hoppes dicto Thome Chapman solvere tradere satisfacere et restituere seu cum eo componere etiam decernimus et declaramus Atque dictum Thomam Peers in dictis tribus millibus libris de le hoppes quas ad summam sive valorem decem librarum x^s sterling taxamus atque in expensis condemnamus (*in common form*)

10.
Chapman
c.
Peers.
Transl. inf.
p. 185.

RE SLEIGHTER.

STRUCE c. SLEIGHTER (*translation infra*, p. 185).

1595. File 1, No. 8: supersedeas. A ship got ashore on the Barrows, a sand some miles off the Essex coast. Newland and Sleighter received some of the cargo pillaged from her, which was taken to Rowhedge (see File 1, No. 2, libel). The supersedeas, dated March 2, 1595-6, issued at the instance of Sleighter; and Newland obtained a similar writ of supersedeas, dated March 13, 1595-6 (see File 2, No. 75-76). Notwithstanding these writs, a sentence (*infra*, p. 46) was passed on November 3, 1596, against Sleighter (see File 3, No. 40). It would seem, therefore, that the supersedeas, in the case of Sleighter, was withdrawn. Struce c. Rychmond (File 1, No. 8) is a libel for receiving goods spoiled from the same ship and taken to Harwich.

11.
Struce
c.
Sleighter.
Transl. inf.
p. 185.

Henricus Octavus dei gratia Anglie et Francie Rex fidei defensor dominus Hibernie et in terra supremum caput Anglicane ecclesie carissimo consanguineo nostro Henrico duci Richmondie Somersetie ac Comiti Notinghamie magno Admirallo nostro Anglie Wallie Hibernie Gasconie Normanie et Acquietanie aut commisariis ac eorum deputatis et eius locumtenenti salutem Cum in statuto in parlamento domini Richardi nuper regis Anglie secundi post conquestum apud Westmonasterium anno regni sui quinto-

11.
Struce
c.
Sleighter.
Transl. inf.
p. 186.

decimo tento edito inter cetera declaratum ordinatum et stabilitum existit quod de omnimodis contractibus placitis et querelis et de omnibus aliis rebus factis vel emergentibus infra corpora comitatum tam per terram quam per aquam¹ ut predictum est ac eciam wreccum maris triata terminata discussa et remediata per leges terre nostre Anglie et non coram Admirallo nec per Admirallum nec ejus locumtenentem quovis modo Jamque intelligimus quod vos Thomam Sleighter super hujusmodi diversis contractibus et querelis ac aliis rebus infra corpus comitatus Essexie factis et emergentibus trahitis in placitum coram vobis in ipsius Thome dampnum non modicum et gravamen et contra formam statuti predicti Nos volentes statutum predictum inviolabiliter observari vobis mandamus quod si ita est tunc placitis illis coram vobis ulterius tenendis supersedeatis ipsum Thomam contra formam statuti predicti non molestantes seu gravantes Et districtionem si quam prefato Thome ea occasione feceritis sine dilacione relaxetis eidem Teste me ipso apud Westmonasterium secundo die Marcii anno regni nostri vicesimo sexto.

HORPOLE.

The following sentence (File 3, No. 40), dated November 3, 1536) commences in common form, as above (p. 41), and proceeds as follows :

. inter Reginaldum Struce Jasperum Martin Englebright Vanderweg Hans Tymerman Kneder Wyberkyn Mattheum Moore Bartholomeum Peterlynke Wilhelmum Wytherling mercatores de le Stylyard Thomam Goodnestone et Richardum Pery et Thomam Gedney mercatores civitatis Londonensis ac Johannem Walter mercatorem civitatis Norwicencis partem actricem et querelantem ex una et Jacobum Newlande alias Dalyman ac Thomam Sleighter de comitatu Essexie partem ream et querelatam partibus ex altera . . . (*in common form*) . . . Idcirco Nos Anthonius Husey surrogatus . . . (*in common form*) Thomam Sleighter auxilium et opem ad aspor-

¹ Some words have fallen out; see below, p. 185.

tandum cccc pondus cere et dimidium in dicto libello et posicionibus addicionalibus specificatum necnon iiij^{uor} quarter sacks cere et iiij^{uor} bow stavis habuisse et dolose atque injuste retinuisse et retinere et hujusmodi asportacionem sive habicionem et retencionem ratam et gratam habuisse et habere ad valorem xvj li. vj s. viij d. pronunciamus et declaramus Necnon dictum Thomam Sleighter in dictis cccc et dimidio iiij^{uor} quarter sacks cere et iiij^{uor} bow stavis valore xvj li. vj s. viij d. ac etiam in expensis legitimis per partem antedicti Reginaldi Struce et aliorum suorum litisconsortium predictorum in hac parte condemnamus (*in common form*).

11.
Struce
c.
Sleighter.
Transl. inf.
p. 187.

BEKYNSTALL c. GATES (*translation infra, p. 187*).

1585. File 2, No. 60. Article upon first decree; negligent carriage of goods. The article charges that Gates was owner of the 'whyrry' arrested; that one Edward Gyant, his servant, being master thereof, within the jurisdiction of the Admiralty, contracted with Bekynsall to carry herrings, 'Newland' fish, and hops, to Somers' Key, in London, from a ship in the Thames. The article proceeds as follows:

11a.
Bekynsall
c.
Gates.
Transl. inf.
p. 187.

Item quod idem Edwardus factor antedictus mense supradicto cum cimba et bonis predictis sic navigando respectum magis ad aliena negocia quam ad cimbam predictam regendam et gubernandam habens dicta bona seu saltem eorum aliqua videlicet dicta le ij barrells and a half of whyt heryng and le quartron of Newlonde fyshe culpa incuria et negligencia ipsius Edwardi infra rivum et jurisdictionem predictam nulla ventorum vi vel aliqua tempestate urgente compellente vel feriente perdidit vel aliter submersit. . . .

The article then proceeds to state the value of the goods; that the plaintiff had no hope of recovering his loss but by arrest of the boat; that he cited Gates and others claiming right to the boat, and that they had not appeared.

SUTTON c. PETYTE (*translation infra*, p. 187).

12.
Sutton
c.
Petyte.
Transl. inf.
p. 187.

1536. File 3, No. 43-44. Writ of supersedeas. The Libel, File 2, No. 5, is for breach of a contract concerning the sale and carriage of corn. It states that the defendants are foreigners, and have no goods in England—*tales qui in hoc regno Anglie minime resident nec ibidem aliqua bona jura vel credita notabilia aut possessiones habent*. Petyte was arrested, and a petition by him (in French) to the judge, praying to be released, is extant: File 3, No. 46. The supersedeas seems to have been withdrawn, for there is a sentence, File 6 (1538-9), membr. 7 (copied *infra*, pp. 48-49), condemning the defendants in £40 and costs. This sentence, though not endorsed as having been read, was probably passed, for many of the sentences at this period are without endorsement. The bill of sale of the corn is File 2, No. 62.

(*The writ of supersedeas commences in common form as above, p. 45, reciting both statutes of Ric. II., and proceeds:*)

. . . Ac jam intelligimus quod vos diversa placita versus Johannem Petyte de Abvyle in Picardia marchant Andream Larde et Daniele Lanyell de diversis contractibus et aliis convencionibus infra civitatem nostram London' non super mare factis et emergentibus tenetis et trahitis in placitum minus juste in nostri contemptum et ipsorum Johannis Andree et Danielis dampnum non modicum et gravamen et contra formam statutorum predictorum Nos volentes statuta predicta inviolabiliter observari vos mandamus quod si ita est tunc placitis illis ulterius tenendis supersedeatis omnino ipsosque Johannem Andream et Daniele contra formam statutorum non molestantes in aliquo seu gravantes Et si quid per vos in hac parte minus rite contra formam statutorum predictorum attemptatum fuerit id sine dilacione revocari faciatis Teste me ipso apud Westmonasterium xij die Octobris anno regni nostri vicesimo octavo

HORPOLE

The following sentence is File 6 (1538-9), No. 7:

(*Commencement in common form*) . . . inter Ludovicum Sutton civem et stationer civitatis Londoniensis

partem querelantem ex una et Andream Larde Danyellem Lanyell et Johannem Petite de Abville in partibus Picardie mercatores partem querelatam partibus ex altera . . .
(in common form) . . . Idcirco Nos Anthonius Huse . . .
 . . . *(common form)* . . . memoratum Ludovicum Sutton cum prelibellatis Andrea Larde Daniele Lanyell et Johanne Petite pepigisse convenisse et pactum fecisse sub modo et forma in primo articulo predicti libelli sive dicti summarii articuli specificatis necnon ipsos Andream Danielem et Johannem convencionem et pactum predictum ex parte sua observare et perimplere aut tenere non curasse sed expresse renuisse et recusasse seu saltem plus justo distulisse et differre ad dampnum et interesse prefati Ludovici in summa quadraginta . . . sterling pretextu premissorum pronunciamus decernimus et declaramus Necnon ipsos Andream Danielem et Johannem in summa predicta et in expensis . . . condemnamus . . .
(in common form)

13.
 Sutton
 c.
 Petite.
Transl. inf.
 p. 188.

TYLLEY c. SWYFTE (*translation infra*, p. 188).

1536. File 8, No. 47, Sentence; conversion of fish and boats' gear, and breach of contract to carry; writ of supersedeas pending appeal, File 8, No. 85; withdrawal of supersedeas, File 4.

14.
 Tylley
 c.
 Swyfte.
Transl. inf.
 p. 188.

. . . Idcirco Nos Anthonius Hussey . . . *(in common form)* prefatos Johannem Swyfte et Richardum Shankes mille piscium vulgariter nuncupatorum mackerellis a dicto Johanne Tylle ac velum et coopertorium vulgariter vocatum an hatche juxta certum pactum et convencionem inter eos factum et coram nobis propositum de bonis ejusdem Johannis Tylle recepisse et habuisse ipsosque Johannem Swyfte et Richardum Shankes pactum et convencionem hujusmodi violasse pronunciamus decernimus et declaramus Ideo eosdem Johannem et Richardum in valore piscium veli et coopertorii vocati an hatche videlicet dictos pisces ad valorem xxx^s et velum ad valorem xxij^d et le hatche ad valorem viij^d juxta probaciones coram vobis in

14.
Tylley
c.
Swyfte.
Transl. inf.
p. 189.

hoc iudicio legitime factas estimamus necnon in expensis legitimis per partem Johannis Tyll in hac causa factis et fiendis ¹ eosdem Johannem et Richardum condempnamus per [hanc nostram sententiam diffinitivam sive] ² hoc nostrum finale decretum quam sive quod ferimus et promulgamus in hiis scriptis &c. (*in common form*)

The following writ of supersedeas, pending an appeal, is File 3, No. 84-85 :

Henricus octavus dei gratia Anglie et Francie rex fidei defensor dominus Hibernie et in terra supremum caput Anglicane ecclesie dilecto et fideli suo Willielmo Fitz William ordinis garterii militi magno ammirallo nostro Anglie Wallie Hibernie ville nostre et marchiarum Calesie Gasconie Normandie et Aquietanie seu ejus in curia nostra principali Admirallitatis Anglie Commissario et locum tenenti salutem Cum jam nuper ut intelleximus Antonius Hussey tunc Commissarius predilecti consanguinei nostri Thome ducis Norfolchie dudum bone memorie Henrici ad-tunc ducis Richmondie et magni Admiralli nostri Anglie viceadmiralli sive locumtenentis surrogatus pretensus in quadam pretensa causa civili et marittima que coram eo inter Johannem Tyllys partem querelantem ex una parte ac Johannem Swyfte et Richardum Shanke partem ream parte ex altera nuper vertebatur et pendebat indecisa nulliter procedens quandam sententiam ut dicitur diffinitivam tulerit et promulgaverit omnino nullam et iniquam a qua ad nos et curiam Cancellarie nostre ex parte eorundem Johannis Swyfte et Richardi Shanke senciente se ex sententia huiusmodi injuriari juxta juris et statutorum dicti regni nostri exigenciam extitit appellatum Nos vero cupientes causam appellacionis huiusmodi cum suis incidentibus et emergentibus per egregium virum Thomam Audeley Militem Cancellarium nostrum Anglie diligenter examinari et finaliter determinari vobis mandamus quod si ita est tunc quibuscunque processibus per vos versus prefatos Johannem Swyfte et Richardum Shanke super sen-

¹ Sic, here and elsewhere.

² These five words are omitted by mistake.

tencia predicta factis vel quomodolibet fiendis omnino supersedeatis donec causa hujusmodi coram Cancellario ipso predicto discussa fuerit et determinata Teste me ipso apud Westmonasterium tricesimo die Octobris anno regni nostri vicesimo octavo

HALES

14.
Tylley
c.
Swyfte.
Transl. inf.
p. 189.

Endorsement to the effect that the above writ was exhibited before Master Anthony Husse, 'subdelegatus,' on the 27th Nov. 1586, by Richard Donsett. The appeal was deserted, and the following withdrawal of the supersedeas is in File 4, smaller bundle, No. 17, *circa* :

Henricus Octavus dei gratia Anglie et Francie rex fidei defensor dominus Hibernie et in terra supremum caput Anglicane ecclesie Dilecto et fideli suo Willielmo Fytzwilliam ordinis garterii militi magno Admirallo nostro Anglie Wallie Hibernie ville nostre Calesie et marchiarum ejusdem Gasconie Normandie et Aquitanie seu ejus in Curia nostra principali Admirallitatis Anglie Commissario et locumtenenti ibidem Salutem Licet nuper in quadam causa civili et maritima que coram vobis inter Johannem Tylles partem querelantem ex una parte et Johanem Swyfte et Ricardum Shancke partem ream ex parte altera pendente sententia per partem dicti Johannis Tylles versus prefatos Johannem Swyfte et Ricardum data fuisset minus juste ut asserebatur Et quia per eosdem Johannem Swyfte et Ricardum a sententia predicta ad nos et curiam Cancellarie nostre appellatum existeret Volentes eis justiciam super inde fieri et ministrari per breve nostrum vobis precipimus quod quibuscunque processibus per vos versus prefatos Johannem Swyfte et Ricardum super sententia predicta facta¹ vel quomodolibet fiendis omnino supersederetis donec et quousque causa hujusmodi coram Cancellario nostro Anglie aliter discussa et determinata fuisset prout in brevi nostro predicto plenius continetur Quibusdam tamen certis de causis nos jam specialiter moventibus ac presertim pro eo quod appellacio dictorum Johannis Swyfte et Ricardi in curia Cancellarie nostre predictae inventa non existit nec eandem appellacionem prout moris est prose-

¹ Sic.

14.
Tylley
&
Swyfta.
Transl. inf.
p. 189.

cuti sunt vobis mandamus quod in causa predicta secundum consuetudinem vestram procedatis facientes et discernentes per legitima juris remedia quod per vos videbitur melius convenire dicto brevi nostro vobis in contrarium inde directo aut aliquo alio brevi nostro vobis imposterum dirigendo non obstante Teste me ipso apud Westmonasterium tercio die Julii anno regni nostri vicesimo nono

MARTEN

THE 'KATHERINE'

15. 1586. File 4 (large bundle), *ad fin.* Bill of Sale of half
The
'Katherine.' a ship.

This byll made the xixth daye of the moneth of October in the xxviiij yere of the reigne of our soveraigne lord King Henry the viijth witnessith that I William Nelson of Eryth within the countie of Kent carpenter hath bargeyned and sold the daye and yere aforesaide unto Thomas Watts of Barkyng within the countie of Essex maryner half a catche called sumtyme the Kateren of Eryth with all maner of implements and takelyngs to the one half of the same catche called the Kateren apperteynyng or belonging in anywyse notwithstanding And the saide William Nelson bynds hym self his executors and assines by thes presents in the sum of fflower pounds of lawfull money of England to be paid to the said Thomas Watts his executors or assignes at the fest of Penticost next comyng after the date hereof that I the saide William Nelson shall warraunt and discharge the saide moyete of the saide catche agenst all men by the space of one hole yere that then all the contents within this said byll to be voyde and of none of [*sic*] effect or else to stande in full strength and vertue And also I the same William knowledge my self to have resavyd the daye and year aforesaid of Thomas Watts by thands of William Wyght his servant xxiiij li. of lawfull money of England for the full payment of bargeyne and sale for the one half of the same catche In witness whereof I the same William

have set my seale and marke goven the day and year 15.
abovesaide

The
'Katherine.'

Witnes of the saide { THOMAS SAMPSON
bargeyne and sale { CHARLES STOKES
ALEYN RACE [?]
with other

THE 'JOHN OF ALLEN' (*translation infra*, p. 191)

1536. File 2, No. 20. Warrant to arrest the 'John of Alen'
and to cite John Alen her owner.

16.

The 'John of
Alen.'
Transl. inf.
p. 191.

Thomas dux Norfolchie magnus thesaurarius Anglie
et Comes Marescallus ejusdem nobilis et illustris principis
et domini domini Henrici ducis Richmondie et Somersetie
ac comitis Nottingham magni Admiralli Anglie Wallie
Hibernie Gasconie Normanie et Aquitanie Viceadmirallus
et locumtenens generalis dilecto vobis Johanni Toky sub
marescallo Curie Principalis Admiralitatis Anglie Salutem
Tibi ex parte domini nostri regis committimus ac firmiter
et stricte precipiendo mandamus quatenus realiter arrestes
seu arrestari facias navem quandam The John of Alens
vocatam et apparatus ejusdem necnon omnia et singula
bona merces et mercimonia quecunque ac affectamentum
bonorum quorumcunque in eadem navi existentium ad
quendam Johannem Alen ville de Sowthroppes in comitatu
Norfolchie spectantium ac eam sospitem et salvam sub
salvo et securo custodias seu custodiri facias arresto donec
a dicto domino Admirallo seu nobis aut dicte curie princi-
palis Admirallitatis Anglie officiali nostro principali et
commissario generali seu ejus locum tenente sive surrogato
quocunque aliud inde habueris in mandatis Cites insuper seu
citari facias peremptorie apud dictam navem et ejus appa-
ratum ac bona et affectamentum predictum jam infra rivum
Thamisie et jurisdictionem dicte curie existentia pre-
nominatum Johannem Alen in specie ac omnes et singulos
alios quoscunque jus aut interesse aliquod in dicta navi et
ejus apparatu ac bonis mercimoniis et affectamento pre-
dicto habentes seu habere pretendentes in genere quod

16.
The 'John of
Allen.'
Transl. inf.
p. 191.

eorum quilibet compareat coram nobis aut dicto nostro officiali et commissario seu ejus surrogato sive locum tenente quocunque apud Orton Key juxta pontem Londonensem loco vid^t diete curie solito judiciali tercio die post citationem sibi in hac parte factam si juridicus fuerit alioquin proximo die juridico extunc sequente quo nos aut dictum nostrum officialem et commissarium seu ejus surrogatum sive locum-tenentem hujusmodi ad jura reddenda hora causarum consueta pro tribunali sedere contigerit cuidam Thome Twynne civi et barbour surgeon Londonensi in quadam causa civili et marittima eo quod reddat ei viginti mercas sterling quas ei debet et injuste detinet de justicia responsurum ulteriusque facturum et recepturum quod justicie fuerit in hac parte Et quid in premissis feceris nos aut dictum nostrum officialem et commissarium seu ejus surrogatum sive locum tenentem hujusmodi dictis die et loco debite certifies personaliter vel per tuas litteras patentes una cum presentibus auctentice sigillatas Datum Londonie xxvii^o die mensis Maii Anno 1536 et regni domini nostri Regis Henrici Octavi anno xxvii^o

TUTHYLL c. COCKS (*translation infra*, p. 192).

17.
Tuthyll
c.
Cocks.
Transl. inf.
p. 192.

1536. File 2, No. 36. Sentence condemning defendant in damages for detinue of a boat's sprit, &c. The sentence was read on March 24, 1535; see Act Book, No. 127. A monition dated May 26, 1536, issued for the attachment of Cocks for non-payment of the sum in which he was condemned.

. . . . Idcirco Nos Anthonius Huse surrogatus et deputatus antedictus . . . (*in common form*) . . . dictum Johannem Cocks prefatum Henricum Tuthyll possessione virge Anglice a yard or a spyryt in dicta summaria petitione specificate et ad eundem Henricum jure dominii spectantis et pertinentis injuste privasse seu aliter eandem virgam preter et contra voluntatem dicti Henrici habuisse et occupasse et penes se retinere ac ipsum Johannem ad tradicionem et restitutionem virge huiusmodi seu ejus veri valoris quem ad summam xiiij^s viij^d estimamus de jure teneri

dictamque virgam seu eius valorem hujusmodi dicto Henrico tradere et restituere debere pronunciamus decernimus et declaramus Necnon eundem Johannem in virga seu ejus valore hujusmodi et expensis legitimis per partem dicti Henrici in hujusmodi causa factis et fiendis insuper condemnamus. . . . (*in common form*)

17.
Tuthyll
c.
Cocks.
Transl. inf.
p. 192.

GALE c. BROWNE.

1586. File 2, No. 84. Bill obligatory for money advanced abroad for use of ship. It is annexed to the article upon first decree.

18.
Gale
c.
Browne.

The article of first decree (articulus primi decreti) states that Browne is owner of the 'Trinity,' and that he borrowed in Spain £10 10s. 0d. of Henry Whelar, the agent of Gale, for the necessary use of the ship—in usum et utilitatem ac necessitatem dicte navis; and that he gave a bill—quoddam suum scriptum obligatorium ad modum chirographi sua manu propria subscripti—whereby he hypothecated his goods and ship for payment of the sum; that he failed to pay; and that Gale arrested the ship and cited Browne; concluding with a prayer that Browne may be put into possession of the ship—all in common form as in Fuller c. Thorne, above, p. 88. The bill is as follows:

Be yt knowne unto all men by this my second byll not beyng payd my fyrst nor thyrd I William Browne merchaunt of Tynbye and owner of the good shipe namyde the Trynite Jamys of Tynby in Walys at the present being at an anker in the bay of Cadiz in Spayn knowlage that I owe unto you Thomas Gale haberdasher of London xⁱⁱ x^s sterling the which tene pounds and tene shillings starling I promys and me bynd to pay unto the sayd Thomas Galle or to his assignes within xx dais after the save aryving of the said good shipe into the ryver of Temys the port of here ryght dyscharge And ys for somuche that Henry Whelar delyveryde me for the last dyspache of my saide good shipe owt of Caliz for the wiche payment well and trewly to be paide I bynde me and the sayde good shipe with all here aparell and freyght and all my goods wherso ever they may be found as well on this syde the

18.
Gale
c.
Browne.
Transl. inf.
p. 192.

see as beyende the see And for fawte of payment at the day I bynde me to pay change and rechange In wytnes whereof I have fyrmyd 3 byls of wonne tenore the wonne to be complied and payd and the other to stond as void and of none effect. Wrytin the iiij day of Janyvar anno 1536 in Cadiz in the presence of thes record here under wrytyn

Per record [?]

Edmond Foster

per me Willielmum

Browne

(*Endorsed*) Crastino Dunstani vicesimo viz^t die mensis Maii anno 1536 et regni domini nostri Regis Henrici Octavi anno 28^o exhibita erat ista billa in Curia principali dicti domini nostri Regis sue Admirallitatis Anglie et ibidem recuperatum fuit debitum retrodictum ex primo decreto contra navem infra scriptam.

[*Translation of Endorsement*: On the morrow of St. Dunstan, namely, on the 20th day of the month of May in the year 1536, and in the 28th year of the reign of our lord King Henry the Eighth, this bill was exhibited in the principal court of our said lord the king, his Admiralty of England, and at the same place the within-mentioned debt was recovered upon first decree against the within-written ship.]

GEE c. HYLORD (*translation infra*, p. 192).

19.
Gee
c.
Hylord.
Transl. inf.
p. 192.

1536. File 3, No. 42. Sentence condemning a seaman in damages for misconduct on board ship. Hylord hired Gee to serve in the 'George' as pilot (conductor). Gee misconducted himself, got drunk, slept ashore, frequented taverns, and deserted in Spain; whereby Hylord lost freight and suffered other loss. Gee alleged (File 2, No. 65-66¹) that Hylord ill-treated him, put him ashore in Spain, and kept his chest. File 2, No. 28, is Hylord's defence and cross-claim against Gee. The sentence, in favour of Hylord, is as follows:

. . . Idcirco Nos Anthonius Husey surrogatus &c. Robertum Hylorde ab impetitione dicti Henrici Gee et observacione iudicii dimittimus et absolvimus Eundemque

¹ This form of reference indicates that the membrane is not numbered and occurs between the membranes mentioned.

Henricum Gee in dampnis et interesse passis per dictum Robertum in hac parte et coram nobis ad summam sex librarum sterlingorum probatis atque in expensis legitimis per partem dicti Roberti Hylorde in hac parte factis et hujus rei occasione fiendis condempnamus ac condempnatum ad debitam solucionem earundem sex librarum et expensarum cogendum et compellendum fore decernimus et declaramus per hoc nostrum¹ sententiam sive finale decretum quam sive quod ferimus et promulgamus in his scriptis Taxationem vero (*in common form*)

19.
Gee
c.
Hylord.
Transl. inf.
p. 193.

RE DREWRY (*translation infra*, p. 193).

1586. Act Book, No. 127, May 26, 1586. Verdict of jury at an inquest upon the body of Henry Drewry drowned in the Thames.

20.
Re Drewry.
Transl. inf.
p. 193.

Officium domini super visu corporis Henrici Drewry nuper ville Caleti

Quibus die et loco Johannes Tokye submarescallus Curie exhibuit mandatum originale una cum certificatorio in dorso ejusdem et certificavit prout in eodem continetur Quo facto facta preconizacione omnium et singulorum monitorum et citatorum comparuerunt Willielmus Jamys Robertus Audesley et Robertus Browne ville de Stebunhythe Henricus Tuthyll Johannes Sendall Johannes Togye et Thomas Atkynson de Sancta Katherina juxta turrim Londonensem Johannes Hylley Richardus Ronde et Rogerus Wygnall de Berkyng omnium sanctorum Willielmus Anwyke Johannes Smyth Thomas Kyrkeby Mercus Davy et Petrus Amore parochie Sancti Olavi ac Willielmus Awdewyn de Belyngs gate quos dominus juramento oneravit de fideliter inquirendo quomodo ubi et quando dictus Henricus Drury ad mortem suam devenit Qui sic jurati habito prius modico intervallo et matura deliberacione super suum sacramentum dixerunt prout sequitur viz^t Quod die Veneris tercio die instantis mensis Junii anno domini nostri Regis nunc xxvij^{mo} in the afternone of the same day the said

¹ Sic. The words 'sententiam sive' are interlined.

20.
Re Drewry.
Transl. inf.
p. 194.

Henry Drewry then beyng master and governor of a catche callyd the Peter of Calyce was goyng from the porte of London at a full see with a full wynde And the same catche beyng under sayle in the reche over agaynste Lymehowse callyd Limehowse Reche within the jurisdiction of my lorde Admyrall the said Henry came downe owte of the said catche into the cock bote of the same catche the which bote was then drevyn with the wynde and water harde under the said catche so that the sterne of the same cock bote was faste under on of the wales of the said catche And as the same Henry was abowte to clere the said cock bote he dyd fall into the River of Themys betweene the same cock and the said catche by his owne negligens and so therby then and there the same Henry Drury came to his deth neclygently and was drownyd and none other wyse as they say

Item iidem jurati dicunt dictum Henricum Drewry tempore mortis sue fuisse proprietarium unius medietatis dicte navis et ejus apparatus

Item dicunt preterea eundem Henricum eodem tempore mortis sue habuisse undecim libras sterling et ultra in quadam cista sua in dicta navi reposita et existente

Item ulterius dicunt ipsum Henricum die anno et tempore predictis habuisse quatuor proles duos viz^t filios et duas filias superstites et nullam uxorem

The following (Act Book, No. 127, July 7, 1581), is a similar verdict found upon an inquest held upon the body of Henry White.

(Commencement as above) That the said White being in a certain cocke uppon holie rode day last past otherwise called exaltacio sancte crucis whyche was the xiiijth daie of September in the year of our Lord a thousand v^c xxxj the xxij yere of the reigne of Kyng Henry the viiith betwene xij and one of the clocke in the nyghte as he was a fisshing went abowte to clere his netts It chaunced his nett to styck or fasten in the bend or knot of a cable of a certayn bark called the gret bark whereof Christofer Coo is ruler then lyeing at anker against Lymehouse in the river of the

Temes and by the occasion of his nett and by the violence of the streme as he wold a cast the cable over the bote by chaunce fell owte of his bote into the water and so was drowned and none otherwise as they saye

20.
Re White.

RE PORTER.

BREMER c. PORTER (*translation infra*, p. 194).

158§. File 8, No. 21-22. Mandamus or prohibition 'dilecto et fideli suo Williemo Fitzwillyam militi magno Admirallo Anglie et ejus locumtenenti—to our dear and faithful William Fitzwilliam, Knight, high Admiral of England, and to his lieutenant.' The libel, File 8, No. 82, shows that Porter had seized Bremer's wool brought in the James from Antwerp to London, and that Bremer had thereupon caused the wool to be arrested by Admiralty process. The writ commences in the form of the prohibition, *supra*, p. 27, and, after reciting the statute of 15 Ric. II. c. 8, proceeds as follows:

21.
Re Porter.
Bremer
c.
Porter.
Transl. inf.
p. 194.

. . . Jamque intelleximus quod vos diversa placita et negocia inter Walterum Porter civem et haberdassher Londonensem de diversis contractibus et querelis ac aliis rebus infra corpus comitatus Middlesexie factis et emergentibus coram vobis tenetis et ipsum Walterum Porter ad respondendum inde Petro Bremer de Southwerk alienigene coram vobis in Curia Admirallitatis graviter distringitis et ipsum Walterum ea occasione multipliciter inquietatis minus juste in ipsius Walteri dampnum non modicum et gravamen et contra formam statuti predicti Vobis Mandamus quod prefatum Walterum pro aliquibus contractibus placitis vel querelis per terram sive per aquam infra corpus alicujus comitatus regni nostri Anglie factis sive emergentibus contra formam statuti predicti non molestetis in aliquo seu gravetis Et districcionem si quam eidem Waltero ea occasione feceritis sine dilacione relaxetis eidem Teste me ipso apud Westmonasterium primo die Februarii anno regni nostri vicesimo octavo

HALES

HALL c. CAROWE (*translation infra*, p. 194).

22.
Hall
c.
Carowe.
Transl. inf.
p. 194.

1537. File 4, smaller bundle. Sentence condemnatory for dockage charges. File 8, No. 14, is an allegation (in English) of a custom for shipowners using docks in the Thames 'to pay and give to the owner and possessor of any such creek or dock where any such ship, galiot, or vessel do so remain, or to his deputy or assign, 8*d.* or at least 6*d.* weekly for dockage as long as the said ship, galiot, or vessel do there remain.'

. . . Idcirco Nos Anthonius Huse surrogatus . . .
(*in common form*) . . . navem sive naviculam supra-
dictam in loco vocato le dock prope Ratclyff Myll in sum-
mario articulo predicto specificato atque in tenura sive
conductione prefati Johannis Hall existente per spacium
temporis in eodem summario articulo specificatum extitisse
et jacuisse Ipsamque navem arrestatam eo pretexto et
etiam ratione usus et consuetudinis in dicto summario
articulo specificate ad solvendum et satisfaciendum dicto
Johanni Hall pro le dockage superius specificato juxta usum
et consuetudinem predictam de jure obligatam fuisse et
esse pronunciamus decernimus et declaramus Eundemque
Ricardum pro defensione predictae navis intervenientem
atque navem hujusmodi in le dockage predicto quod ad
summam sive valorem xxvj^s sterling estimamus atque in
expensis legitimis per partem prenominati Johannis Hall in
hac parte factis et faciendis insuper condempnamus
(*in common form*)

DALBYE c. GOLDING.

23.
Dalbye
c.
Golding.
Transl. inf.
p. 196.

1537. File 4, No. 11, *circa*, larger bundle. Sentence condem-
natory for conversion of fish in Thames.

. . . Idcirco Nos Anthonius Huse . . . (*in common
form*) prefatos Franciscum Goldyng et Ricardum Coble quos-
dam pisces Anglice nuncupatos shrympes per ipsum Petrum
seu alios vel alium ejus nomine aut mandato in rivo Thamisie
et infra jurisdictionem prefati domini magni Admiralli
captos ac in quodam instrumento nuncupato a wyllehen
ad eundem Petrum spectanti repositos et existentes ab

eodem instrumento tunc infra jurisdictionem predictam
 existenti contra juris disposicionem et voluntatem dicti Petri
 injuriose et injuste abstulisse et asportasse ac in suos usus
 convertisse Ipsosque Franciscum et Ricardum ad restitu-
 endum et deliberandum prefato Petro pisces predictos si
 extent alioquin eorum valorem quem ad summam ix^d
 sterling estimamus de jure compellendos et cogendos fore
 debere ac sic cogi et compelli pronunciamus decernimus et
 declaramus prefatos quoque Franciscum et Ricardum in
 piscibus predictis si ut prefertur extent seu eorum valore
 predicto atque in expensis legitimis per partem prefati
 Petri in hac parte factis et faciendis insuper condemnamus
 . . . (in common form)

23.
 Dalbye
 c.
 Golding.
Transl. inf.
 p. 196.

HURST c. BARNES (*translation infra*, p. 195.)

1588. File 5 (larger bundle) No. 49. Sentence condemning
 defendant upon a Bond (billa obligatoria). The money was
 advanced at St. Lucar by Hurst to Philip Barnes, factor of
 George Barnes, for the purchase of wines. Philip bound himself
 and George, his principal, for repayment of the money advanced
 upon arrival of the ship at Topsham.

24.
 Hurst
 c.
 Barnes.
Transl. inf.
 p. 196.

. . . inter Rogerum Hurst civem et marinarium civitatis
 Londonensis partem actricem et querelantem ex una et
 Georgium Barnes civem et haburdassher ejusdem civitatis
 Londonensis partem ream et querelatam partibus ex altera
 . . . (common form). Idcirco Nos Anthonius Huse Presi-
 dens . . . prenomiatum Georgium Barnes in summa
 viginti quinque librarum sterlingorum in dicta summaria
 petitione sive allegatione declarata et per eundem Barnes
 confessata et eidem Rogero Hurst debita condemnamus
 per hanc nostram sententiam diffinitivam sive hoc nostrum
 finale decretum . . . (in common form)

THE 'THOMAS.'

1588. File 5 (large bundle) No. 64-65. Bill of lading (*copy*). 25.

This bylle Indented made the xxijth daye of October in
 the xxxth yere of our sovereigne lorde kyng Henry the viijth

The
 'Thomas.'

25.
The
'Thomas.'

Wytnessith that I Robert Man servaunt to Syr Oswald Wylstrop knyght hath delyvered to John Halmdry merchaunt of the Newe Castell and layd in his shyp called the Thomas of the Newe Castell xxvj^{ti} weye salt of the measure of Blythe to carye to London to Dyce Kye as shortly as wynde and wether wyll sarve after daye abovenamed and ther to delyver the sayd salt to my master his assigney or lawful attorney Also the sayd John Halmdry shalbe dyscharged and his shyp of the sayd salt after that he come to London to Dyce Key within vj lawfull working dayes and ther to be payde his freight and condycon for caryeng of the sayd salt whiche is vj^a viij^d the weye for xxvj^{ti} wey takyng yn at the salt pannes of Blythe the daye above named Also the master of the shyp called Thomas Gybson shall have a payre of hosse clothe to doo hys dyligence and hast the sayd voyage towards London And in wytnesse of truth and thes premysse abovenamed to be fferme and stable We the seyd John Halmdry and Robert Manne hath wrytten our names with our owne handes the daye abovenamed before Myghell Bynkes of Yorke and other mor [?]

HARRISON c. STUBBARDE (*translation infra*, p. 196).

26.
Harrison
c.
Stubbarde.
Transl. inf.
p. 196.

1588. File 5 (larger bundle), No. 19. Bill obligatory for price of ship, with power to arrest the ship on non-payment. The bill is endorsed upon the libel, which is entitled against Stubbarde personally, but alleges hypothecation of the ship. The ship was, in fact, arrested, and Stubbarde intervened for her defence.

Noverint universi per presentes nos Johannem Stubbarde civem et ffysshmonger de London' et Petrum Kyrsceman mercatorem de Brugis teneri et firmiter obligari Johanni Harryson de Roos [?] naute de Slusa in tresdecim libris sterlinge pro quadam navi le hode vocata Die Jacop van Dordreight empta de dicto Johanne Haryson solvendis eidem Johanni aut suo certo attornato heredibus executoribus et assignatis suis sive hoc presens scriptum ostendenti

seu deferenti in festo sancti Michaelis Archangeli proxime futuro post datum presentium Ad quam quidem solutionem bene et fideliter faciendam obligamus nos et utrumque nostrum per se pro toto et in solidum heredes et executores nostros et omnia bona nostra mobilia et immobilia tam citra mare quam ultra ubicunque fuerint inventa Et etiam promittimus et concedimus dicto Johanni Haryson heredibus executoribus et assignatis suis liberam potestatem in quibuscunque locis et portubus tam citra mare quam ultra arrestandi et assumendi et habendi sibi navem predictam le hode vocatam Die Jacop van Dordreight tanquam bonorum ipsorum priorum [?] sine aliqua contradiccione nostri heredum executorum vel assignatorum nostrorum Coram quibuscunque iudicibus tam spiritualibus quam temporalibus per presentes sigillis nostris sigillatas Datum vicesimo sexto die mensis Marcii anno domini millesimo quingentesimo tricesimo septimo et anno regni regis Henrici Octavi vicesimo octavo per me Johannem Stubbarde

26.
Harrison
c.
Stubbarde.
Transl. inf.
p. 196.

Conditio istius obligationis talis est quod si infra obligati Johannes et Petrus solvant seu solvi faciant aut eorum alter solvat seu solvi faciat infranominato John Haryson de Roos aut suo certo attornato heredibus executoribus et assignatis suis sive hoc presens scriptum ostendenti seu differenti¹ tresdecim libras sterling forma sequenti viz^t in festo sancti Michaelis Archangeli proxime futuro introscriptas sex libras et decem solidos sterling Et in festo Annunciationis Beate Marie ex tunc proxime sequent' sex libras et decem solidos sterling Quod tunc presens obligatio cum concessione et promissione in eadem pro nulla habeatur Et si defectus fiat de aut in solutione predictarum tresdecim librarum in parte vel in toto contra formam predictam Quod tunc presens obligatio in omni suo valore stet et effectum

[Here follow receipts for money paid on account.]

¹ Sic.

RE MASSON.

27. 1588. File 5, No. 57-58. Petition (in English) for summary redress and to be heard in person.
Re Masson.

To the Ryght Honorable lord Amerall

In my most humble wyse sheweth and complayneth unto your good and honorable lordship your poor and daily oratour Thomas Masson marynar That wheras on Willyam Sanderson ffech mayngar contrary to the lawe of the see hath arested and cast in pryson your sayd poor oratour in the counter in London and hath had of hym an action of liij^u And whereas I am infurmyd [?] by masters and marynars that he hathe fforfatyd unto the Kyng or to your Lordship [by?] the law of the see x^{li} Where for your sayd poor oratour hartely desyryth and prayth your good lordship in the way of charity and for the love of God that yt wyll please yow to send for the sayd Willyam Sanderson and also for your said poor oratour that they may both com befor your lordship fase to fase and then shall your lordship know the very treweth and the holl treweth And so gracious lord as yow then fend [?] the matter so do yow end yt as yow shall thynk to stand and be with ryght and good consyance And your said poor oratour shall daily pray for your good lordship in prosperyte and in honor long to indure

Endorsed is a note of an order made by the judge on January 27, 1588 that Mason pay Sanderson 80s. for damages suffered on a voyage made to Iceland in 1582—'ex ordinacione facta inter marinos dicte navis pro dampnis passis in dicto viagio.' Mason appears to have been a seaman in Sanderson's ship.

RE FULCO VALERYE.

28. 1588. File 5, No. 80-81. Summary petition for redress against a pilot who cast the ship away.
Re Fulco Valerye.

Transl. inf.
p. 197.

Coram magistro Huse Presidente Curie principalis Admirallitatis Anglie die septimo mensis Octobris anno domini m^vc xxxviiij^o

Johannes Dolber de Cuddyngton in Comitatu Devonie mercator allegavit Quod mensibus Januarii Februarii et Marci Anno Domini 1536^{to} seu eorum mensium aliquo apud Newehaven in partibus Normanie ipse conduxit quendam Fulconem Valarye Oppidi de Cane marinarium pro summa quinque solidorum sterling eidem Fulconi pre manibus solutorum in pilotam et gubernatorem navis sue nuncupate the Marye of Lyme oneris sive portatus xxx^{ta} doleorum valoris xl^{li} sterling onustam et instructam octo le pypys of redde herynge valoris xvj^{li} sterling ad conducendum navem illam a dicto loco vocato Newehaven ad oppidum de Cane predict' in dictis partibus Normanie situatum Qui quidem Fulco internavigando a prefato loco vocato Newehaven versus dictum oppidum de Cane culpa et negligencia suis dictam navim unacum dicto octo le pypys of redde heryng in eadem repositis in arenas maris et locum periculosum ac zabulosum sibi precognitum dejecit et ea occasione navis illa naufragium passa fuit dictaque octo le pipes of redd heryng submersa et penitus depardita fuerunt ad dampnum dicti Johannis Dolber centum mercarum sterling ultra sortem principalem premissa proponens conjunctim et divisim et de quolibet Quare petiit sibi justiciam in premissis et ea concernentibus cum effectu ministrari ac quatenus procedatur summarie et de plano, etc.

28.
Re Fulco
Valerye.
Transl. inf.
p. 197.

NOTINGHAM c. ROMEBOLD (*translation infra*, p. 198).

1538. File 5, larger bundle, No. 18. Sentence declaring title to ship. There are several documents in this matter. File 5, No. 6, commission to examine witnesses; ib. No. 117, inhibition to Tolbooth Court of Lynn Regis in a cause of Bowyer c. Smyth; ib. No. 22, allegation as to purchase of ship by Rumbold; ib. No. 29, allegation as to attachment of Rumbold by arrest of his goods to answer a plaint in the Tolbooth Court; Act Book, No. 128, 12th June, 1539 (1538), assignation to hear sentence porrected by Rumbold.

29.
Nottingham
c.
Romebold.
Transl. inf.
p. 198.

. . . Idcirco Nos Anthonius Huse . . . (*in common form*) . . . navem supradictam vocatam the Olyphant de

29.
Nottingham
c.
Romebold.
Transl. inf.
p. 198.

Myddelburghe et apparatus ejusdem tempore arresti in eisdem auctoritate dicti nobilis domini magni Admiralli ad instanciam antedicti Thome Notingham in hac parte interpositi anteaque et citra ad prelibellatum Johannem Romebold jure dominii seu quasi spectasse et pertinuisse ac sic spectare et pertinere debuisse et debere Ipsumque Johannem Romebold dominum et proprietarium navis et apparatus hujusmodi toto et omni tempore predicto fuisse et esse proque tali et ut talem communiter dictum tentum habitum nominatum et reputatum necnon pro jure dominii et proprietate ejusdem Johannis Romebold in navi et apparatus predictis pronunciamus decernimus et declaramus.

HORNE c. DELAPYN.

30.
Horne
c.
Delapyn.

153§. File 5 (large bundle), No. 17. Summary petition (in English) by salvors for salvage reward, and for damages for loss of boat; File 7, sentence accordingly.

To the Right Worshipful Master Anthony Hussy president of the King's principal court of his Admiralltie of Englund

Humble shewyth and complayneth unto your good maystershippe your poer orators Thomas Horne William Osborne Thomas Sowthowson and Robert Sawle late owners of a fyssherbote called the Christ of Dele in Est Kent with thapparell of the same That where of late that is to say abowte the ixth tenthe and xjth dayes of November last past the said Thomas Horne William Osborne Thomas Sowthowson and Robert Sawle with tenne or twelve personnes more toke the sayd bote being of the burden of vj tonne and went with and in her at the instant request and desire of one Peter Delesyn capitaine and patrone of a certen shippe of Venys to the sayd shippe then lieng upon Goodwinn sands and laden with malmesies and other merchandises which was then in peryll of losing and then and there fastenyd the sayd bote to the sterne of the sayd Venys shippe and so upon that thei at the money and instante request of the sayd Peter Delesyn and his company went on

borde the same shippe and there for saving of her and other merchandises as is aforesayd then being laden in her diligently labored continually thre days and thre nyghts and in the meane season as thei so labored the marinars of the sayd Venys shippe did vere owt there grete bote being of the burden of xiiij tonne and with the same grete bote strake the foresayd fyssherbote into pecys by reason whereof the saime fyssherbote with all her apparell viz^t ankers maste sayles cables xij oores and netts with other goods to the valew of twentie pounds sterling purposing any other lesse or more sune hereafter to be proved was utterly lost to the grete hinderance and damage of the sayd Thomas Horne and his companie aforenamyd to the some of tenne or twelve pounds or there abowts over and above the said xx^{li} and also over and above xxv^s sterling which the sayd Peter promised to give them for there labor att there entery into the sayd Venys shippe And when your sayd orators with othere there company had so labored in the sayd Venys shippe and savyd her with thother merchandises aforesayd thei instantly required the sayd Peter to satisfye and content them there sayd wagys and also there damages and losts for the sayd fyssherbote and other things perysht as is above sayd which he often tymes promised to them so to do And he being this required hath not payd hit but expressely refused and denyed the same to the grete hinderance and impoverisshing of your said orators In consideracion whereof (the premises considered) hit may pleyse your maystershippe to set an order herein as the order of the lawe and justice requireth And your sayd orators shall dayly pray for your preservacion long to endure

80.
Horne
c.
Delapyn.

1589. File 7, *ad medium*. Sentence; *translation infra*, p. 198.

. . . Idcirco Nos Anthonius Husse . . . (*in common form*) . . . prefatum Petrum Delapyn in summa xiiij^{li} xij^s viij^d sterling dictis Thome Willielmo Thome et Roberto solvenda ex causis in dicta summaria petitione specificatis et coram nobis probatis et confessatis atque in expensis

30.
Horne
c.
Delapyn.

legitimis per partem querelantem antedictam is hujusmodi causa factis et fiendis ac eidem solvendis condemnatus per hanc nostram sententiam diffinitivam . . . (*in common form*)

RE COOK.

31.
Re Cook.

1538. File 5 (large bundle), No. 67-68. Petition for salvage.

To the right honorable and his singular good lorde the Lorde Fitzwilliam Erle of Hampton Knyght of the noble ordre of the Garter and Lord Admyrall to our soverayn Lorde the Kyng

In his moste humble wise sheweth unto your honorable Lordship your poor orator and daily bedeman Thomas Cooke sometyme in your Lordships retynew in the warre tyme at Guynes That wheras your sayd orator had a commyssion from your lordships officers of your courte of the Admyraltie directed unto Doctor Davell and Mr Brandlyn of Newcastle upon Tyne for the recovery of certeyn goods dependyng in the law of your honorable courte Of the which commyssion your orator hath now brought up a certificate out of the said towne of Newcastle to his great impoverisshing costs and charges Graciously lorde so it is that forasmoche as your said orator is a very poor man and of long contynuaunce hath sued in the courte abovesaid for the premysses by reason wherof he now is not habilitie or powers to sue and mayntayne the prorses of the lawe in his rightfull cawse agenst so potencial and richmen as Sir George Lawson Knyght Mr Roche Alderman and William Saunderson of London fisshmonger Your poor orator therefore moste humbly beseecheth your honorable Lordship to take remorse pittie and compassion upon hym And that of your mere goodnes it may please your honorable Lordship for the tendre love of Almighty God to commaunde that the parties above named and this their matier may be had in examynation before your good Lordship And whatsoever ordre your goodnes shall deter-

myne herin your poor orator is contented therwith And thus dowing during his lyfe your said orator is bounden dayly to pray to almyghty god for the preservacion of your honorable Lordship long to endure.

31.

Re Cook.

RE LAPPAGE; GOODWYN c. LAPPYE (*translation infra*, p. 198).

1538. File 5, small bundle, No. 49. Decree by consent for distribution of the proceeds of the sale of the 'Mary Katherine' and her cargo amongst creditors of Lappage; reserving the question of Goodwyn's claim. The bundle relates entirely to this matter. It contains a number of first decrees obtained by various creditors of Lappage.

32.

Re Lappage.
Goodwyn
c.
Lappage.
Transl. inf.
p. 198.

Quibus die et loco dominus ex consensu omnium creditorum Thome Lappage dum vixit de Gippes' in comitatu Suffolehie defuncti qui jam fecerunt arrestum in tribus partibus navis appellate the Marye Katheryn et in naulo ac apparatu ejusdem atque in quinquaginta butts vini vocati Sacke et vij^{xx} peciis reasons existentibus in eadem et de expresso consensu Radulphi Goodwyn ordinavit et interloquendo decrevit viz^t quod pecunia proveniens collecta et levata seu colligenda et levanda ex rebus et mercimoniis que in dicta nave existebant jam venditis et districtis Necnon et pecunia que ex venditione trium partium navis ejusque nauli et apparatus ejusdem veniet colligenda et recipienda inter creditores predictos sub modo et forma subsequente prout dies juxta modum vendicionis hujusmodi cedent distribuantur viz^t quod unicuique creditori predicto aliqua portio prefate pecunie tradatur et solvatur major vel minor secundum ratas portiones summarum creditoribus predictis debitarum nulli tamen creditorum dictorum totum et integrum debitum suum solvatur Sed quod talis et tanta portio ex uniuscujusque creditoris debito defalcetur et detrahatur [ita?] quod ex hujusmodi defalcatione et detractone remaneat in toto tanta summa qualis et extendebat se ad valorem xiiij pannorum viz^t lix^{li} v^s viij^d quos dictus Radulphus Goodwyn asserit sese tradi-

92. Re Lappage.
Goodwyn
c.
Lappage.
Transl. inf.
p. 199. disse et deliberasse prefato Thome Lappage prout deducitur per dictum Goodwyn in quadam allegacione sua alias in hac causa per eum facta et apud acta remanente Quam quidem summam sic ut prefertur ex defalcacione et detractone premissis colligendam et defalcandam dominus voluit apud acta curie remanere donec et quousque animum suum ex allegatis et probatis per Goodwyn plenius informare possit antedictus Goodwyn intentionem suam in dicta allegacione deductam plene et sufficienter probaverit necne Et casu quo non apparuerit aut sufficienter non constiterit ex allegatis et probatis predictis intentionem dicti Goodwyn sufficienter et plane probatam et fundatam esse tunc voluit et decrevit dominus predictus quod summa ex defalcacione et detractone premissis remanent' prefatis creditoribus secundum ratam portionem debiti uniuscujusque creditorum predictorum in plena solucione et satisfacione debitorum eorundem saltem quoad ex bonis venditis et destractis predictis id fieri poterit persolvatur Ita tamen quod primitus per juramentum singulorum agentium juxta juris exigenciam corporaliter prestandum de veritate cujuslibet debiti petiti et quantitate [?] hujusmodi constare et liquere poterit Taxationem &c. (*costs of each creditor to be at judge's discretion*)

SPYSALL c. WATTERS (*translation infra, p. 200*).

93. Spysall
c.
Watters.
Transl. inf.
p. 200. 1598. File 6, *ad med.* (Bundle marked 1598-9.) Sentence for collision. This is the first that occurs in the records.
- inter Thomam Spysall de Brellsay [*sic*] in comitatu Essexie dominum et proprietarium ejusdam navis vulgariter nuncupate the Gabriele of Brekelsay partem querelantem ex una et Thomam Watters de Lynn in comitatu Norfolchie dominum et proprietarium ejusdam alterius navis appellate the Berke of Lyn partem querelatam partibus ex altera. . . . (*com. form*). . . . Idcirco Nos Anthonius Huse. . . . (*com. form*) dictum Thomam Watters ejusve navis the Berke of Lyn predictae magistrum sive exercitorem nautasque aut marinarios ejusdem cum

navi hujusmodi mensibus et anno in dicto libello specificatis seu eorum mensium uno irruisse in navem dicti Thome Spysall vocatam the Mary Gabryell tunc in loco libellato ad anchoram residentem ipsamque navem magno et ingenti impetu percussisse usque adeo quod ratione hujusmodi impetus et percussionis dictus Thomas Spysall est damnificatus in summa librarum sexdecim sterlingorum preterea premissorum pronunciamus decernimus et declaramus Prelibellatumque Thomam Watters in summa predicta atque in expensis legitimis per partem dicti Thome Spysall in hac parte factis et fiendis insuper condemnamus per hanc nostram sententiam diffinitivam sive hoc nostrum finale decretum quam sive quod ferimus et promulgamus in his scriptis Taxationem vero. . . . (*in com. form*)

83.
Spysall
&
Watters.
Trin. inf.
p. 200.

RE KINGSTON UPON HULL TRINITY HOUSE.

1588. File 6, smaller bundle, *ad initium*. The following letter, in the handwriting of William Fitzwilliam, Earl of Southampton, Lord High Admiral, accompanies a petition by Robert Carre and others, master and aldermen of the Trinity House of Kingston upon Hull, for relief against certain merchants who refused to pay primage and lodemonage. There is an endorsement: . . . 'decretum erat literas dirigendas fore juxta effectum hujus petitionis contra non solventes primagii [*sic*] et lodemonagii in forma communi' . . . 'it was decreed that letters be directed according to the tenor of this petition against those not paying primage and lodemonage in common form.'

84.
Re Kingston
upon Hull
Trinity
House.

To my lovyng fellowe and friend M^r Hunt clerk of thadmiralty

M^r Hunt After my hertye commendacyons thys shalbe to advies you that thys complaynant hath bene with my lord with hys byll of complaynt whych my lord wyllyd hym to take on to M^r Tregonwell and to the officers of thadmiralte and that they shold do theryn as they thoght gode so that the sayd complaynant shold have no ferdyre cawse to complayn and wyllyd me this to advies you Thus

84.
Re Kingston
upon Hull
Trinity
House.

hertely fare you well At Waltham Abbaye the xiiij day
of Maye by your

WILLIAM FITZWILLIAM

(Endorsed) Receavyd xv^o die Maii anno 1538 et regno
domini nostri Henrici Octavi xxx^o per Robertum Carre de
Kynngston upon Hull

HURSTE c. BARNYES.

85.
Bill obliga-
tory.

1538. File 6 (1538-9), membr. 1. This bill, copied on the
dorse of the libel, was sued upon in Hurste c. Barnes.

Be yt known to all men by thys present byll that I
Phelyppe Barnyes son of George Barnyes habbardassher of
London owythe unto you Roger Hurste draper of the same
cytey xxx^{li} I say therytye pounce sterling lawfull money of
England and ys for so much redy money that I receavyd
of you the sayde Roger in Saynte Lucars de Barameda for
to complie and lade my coppylmente of ladyng in wyne of
Xeres in the George Duffeld of London wherin ys master
under god for thys present vyage Chrystofer Seriaet as I
toke frayghte for by charter partye for my father whyche
xxx^{li} sterling I bynde me my father oure goodys heyres and
assygnes and all my sayde wyne that I have ladyn or shall
lade in the sayd shyppe to pay or cause to be payed to you
the sayde Roger or John Flowde or any of youre assygnes
wythin x dayes after the dyscharge of the sayde wyne
wythin the river of Themys or in any other place wher they
shalbe dyschargyd and for lacke of paymente at the sayde
day to pay change and rechaunge after the use and custum
of merchants In wytnes that thys ys of truythe I the
sayde Phelyppe have subscribyd and sealyd wythe myne
owne hande iij bylls of oon tenor one to be complied and
the other to stande as voyde the xxth day of Januarye anno
1538

Per me PHELYPPE BARNES

RE SHENU.

1538. File 6, bundle marked 1538-9, *ad medium*. Petition 36.
to the Admiral in a matter of spoil of a French ship by English-
men. Letter of the Admiral referring the matter to the judge
of the Admiralty. Re Shenu.

To the right Honorable the Lorde Privye Seale

In most humble wise piteously complayning shewith
unto your honorable good worshipp your poor beadman
Piers Shenew of the towne of Sainct Malowes in Brittainye
that where abowte the nativyte of our Lord last past in
tyme of peax betwene the Kings Majesty of England and the
Frenche King your said pore orator and one John Shemenet
and John Clerke merchaunts of Sainct Malowes aforesaid
sailed from Burdeaulx with their maryners unto the parties
of Ireland in a good shipp of xxviij tonnes to them belonging
laden with wyne called the Mary of Saynct Malows where
as they made sale of the said wyne and bought with the
money coming off the same lxxxiiij dikers of salt hides
v lasts and viij barrells of herings being worth ccc marks
sterling and the said goods so ladid into their said shipp at
Carlingford in Ireland they made saile towards their owne
countrie And in their waye by reason of a contrary wynde
they wer driven in to the haven of Skerys in the said
parties of Ireland and there came to an ancre And so it is
right honorable good lorde that the vjth day of February
last past abowte mydnight one Walter Soly [?] Inglisshe-
man with certain maryners with hym in a greate shippe
with ij tops came feloniously and piratuously upon borde your
saide orator and his company with greate force of casting
of stones and with swords and bucklers and then and there
contrary to the King's peax and lege betwene the said high
and mighty prince the King of Inghland and the foresaid
Frenche King the said Walter and his saide maryners toke
your said poore orator and all his company being xij persons
in nomber in to his shippe under the hatches and kept them
there by the space of x dayes continually And at the last the

86.
Re Shenu.

same Water [*sic*] came unto the Isle of Man where he putt on lande your said orator and all his companye And so left them there robbid and spoiled of the said shypp and goods to the losse of iij^e ¹¹ sterling to their utter undoing agenst all right and justice In consideracion whereof it may please your right honorable good lordshipp tenderly to consider the premysses and that your said pore orator may have the ordre of the Kings lawes of Ingland agenst the said Walter Soly and his company with dew restitucon of the said shipp and goods and their interest and damage susteyned according to justice and the lege of peax betwene the said myghte princys And your said pore orator shall dayly pray unto Almightye God for the preservation of your right honorable lordshippe long to endure

(*Endorsed*) Exhibitum per retronominatum Petrum Shenewe in Registro die Mercurii vigilia assumptionis Beate Marie xiiij videlicet die mensis Augusti anno 1588 et xxx^{mo} anno Regis domini nostri Henrici Octavi una cum literis domini magni Admiralli Anglie

(*Translation*) Exhibited by the within-named Peter Shenewe in the Registry on Wednesday the vigil of the Assumption of the Blessed Mary, that is to say, on the 14th day of the month of August in the year 1588, and in the 30th year of our lord King Henry the Eighth, together with a letter of the Lord High Admiral of England

To the right worshipfull mastre Tregonwell judge of Thadmyraltie and in his absence to Maistre Anthony Hussye

After my right hertie commendacions unto you. Where of late I have received by this bearer named Piers Chenue of Sainte Malo in Bretagne a supplication with ij testimonials tooching certayne goodes pretended feloniouslie & piratously to be taken, to the valour of iij^e marks from this sayd bearer and oodre compactioners in the coast of Ireland by oone named Water Soly of the West contre This therfore shalbe to pray you to make owt processe at the cost of this sayd bearer against the said Walter Soly tappeere imediatelie upon the sight and receipt thereof in

my court of the Admyraltie there to answer suche articles
as at his coming shall be ministered anenst him in this
behalf and ferdre to doo as to justice appertoigneth Thus
fare you well From Byfleet Park [?] the xiiijth of August
Your lofheing fello

W. SOUTHAMPTON

36.
Re Shenn.

RE SEWELL; SEWELL c. NORMAN (*translation infra*, p. 200).

1588. File 6, bundle marked 1588-9, 15th membrane (*circa*).
Certiorari to the Chancellor. From other documents in the
file it appears that Sewell sued Norman in the Mayor's court
upon a contract made at Bilbao; that he had been arrested for
contempt of the Admiralty, and that he had given bail not to
sue in the Mayor's court; and that he subsequently continued
his action in the Mayor's court; whereupon Norman's bail was
forfeited, and an inhibition issued from the Admiralty court for-
bidding the sheriffs to proceed further in the action; see *ibid.*
two allegations *ad initium*.

37.
Re Sewell
Sewell
c.
Norman.
Transl inf.
p. 200.

Henricus Octavus dei gratia Anglie et Francie Rex fidei
defensor Dominus Hibernie et in terra supremum caput
Anglicane ecclesie carissimo consanguineo suo Johanni¹ Fitz-
Williams militi comiti Suthamptonie ac Admirallo suo Anglie
seu ejus locumtenenti aut deputato suo ibidem Salutem
Volentes certis de causis certiorari super tenoribus omni-
um et singularum querelarum loquelarum sive actionum
quarumcunque que sunt coram vobis in curia vestra sive
brevi nostro secundum consuetudinem ejusdem curie versus
Johannem Sewell ad cujuscunque vel quorumcunque sectam
ex quacunque causa sive quibuscunque causis habitis factis
motis sive pendentibus vobis mandamus quod tenores
querelarum loquelarum sive actionum predictarum cum
omnibus eos tangentibus quocunque nomine idem Johannes
in querelis loquelis sive actionibus illis censeatur Nobis in
Cancellariam nostram in quindena sancti Michaelis proxime
futura sub sigillo vestro distincte et aperte mittatis et hoc
breve Teste me ipso apud Terlyng xxvij die Augusti anno
regni nostri tricesimo.

ASSHETON.

¹ Sic.

37.
Re Sewell.
Sewell
c.
Norman.
Transl. inf.
p. 201.

A copy of the declaration in the action of Sewell c. Norman in the court of the Mayor of London is in the same bundle. John Sewell therein alleges that he delivered to Henry Norman, in the parish of St. Christofer in London, 100 double ducats, each of the value of 10s., to be delivered by Norman, as to 50 thereof to Adam Wynthrop, and as to the remaining 50, to Thomas Sewell, whenever Norman should arrive in London from Bilbao; that he agreed to carry and deliver the same for hire; but that he neglected to deliver the same; whereby the plaintiff was damaged in his credit, and suffered damage to the amount of £100. Endorsed thereon is the following:

Die Mercurii 21 die Augusti Anno domini 1538 et regni regis domini nostri Henrici Octavi anno xxx^{mo} in domo magistri Anthonii Husse presidentis ac coram eo personaliter comparuit retronominatus Henricus Norman et allegavit retrodictum Johannem Sewell ipsum graviter inquietasse et implacitasse coram Vicecomitibus Londoniensibus iudicibus omnino sibi incompetentibus pro contractu inito et facto in oppido de Bilbowe in Biscaia ubi iidem Vicecomites ullam habent jurisdictionem ac inter alia falso dicentem prefatum Henricum recepisse centum duplicatos ducatos aureos retrodictos in parochia Sancti Christoferi London' ac cetera fecisse prout in ista retrospectiva petitione continetur cum in rei veritate idem contractus initus et factus fuit in Bilbow et non in civitate Londoniensi Ac insuper allegavit quod cognitio et terminacio illius cause spectat et pertinet ad dictum dominum nostrum regem et curiam uam principalem Admirallitatis Anglie ac dictum magnum Admirallum ejusdem ac non ad alium judicem infra hoc regnum Anglie que omnia et singula proposuit conjunctim et divisim ad omnem juris effectum exinde sequi valentem et obtulit se promptum et paratum ad probandum premissa necnon de exhibendo fidejussores de expensis solvendis ac de judicio sisti et judicato solvi in ea parte ac insuper quod ipse internavigando a portu Bilbow versus Angliam super alto mare depredatus fuit infra jurisdictionem dicti domini nostri sue Admirallitatis Anglie de dictis ducatis et aliis rebus et mercibus per quosdam piratas Quare petiit pre-

fatum Sewell vocandum fore super contemptum eo quod traxit eum in Guyldenhall coram dictis Vicecomitibus pro contractu et re facta super mare jurisdictionem dicti domini nostri Regis sue Admirallitatis Anglie violando et usurpando Ad cujus petitionem dominus sic decrevit ad . . . post si etc. Qui quidem Sewell eodem die postea arrestatus fuit super contemptum prout apud acta liquido constat

37.
Re Sewell.
Sewell
c.
Norman.
Transl. inf.
p. 302.

RE HODGSHONE.

25th Nov. 1539. Act Book, No. 128. Copy writ of supersedeas to the Council in the North.

38.
Re Hodg-
shone.
Transl. inf.
p. 302.

Reverendo in Christo patri Roberto Landaven' Episcopo aut aliis Commissariis nostris in partibus nostris borealibus et eorum cuilibet de supersedendo per Johannem Hodshone

F. ASSHETON

Henricus Octavus dei gracia Anglie et Francie rex fidei defensor dominus Hibernie et in terra supremum caput Anglicane ecclesie Reverendo in Christo Patri Roberto Landaven' Episcopo ac aliis commissariis nostris in partibus nostris borealibus et eorum cuilibet salutem Vobis et cuilibet vestrum precipimus quatenus ab omni cognicione in causis civilibus et maritimis in partibus ultramarinis vel super alto mare aut alibi ubi magnus Admirallus noster habet jurisdictionem originem trahentibus versus Johannem Hodshone civitatis Ebor' mercatorem per quoscunque vel qualitercunque motis vel movendis omnino supersedeatis partes si litigare voluerint ad curiam Admirallitatis nostre pro justicia remittentes Teste me ipso apud Westmonasterium xxvj die Novembris anno regni nostri tricesimo primo

Allocatur coram domino presidente et consilio domini nostri regis apud Ebor' xvj^{to} die Decembris anno xxxj^{mo} regis Henrici Octavi Johannes Uvedale et Mercurii xxxiiij^{to} die dicti Decembris emanatum erat warrantum ab hac curia contra dictum Johannem Hogeson

RE FELTON; WELLYS c. FELTON (*translation infra*, p. 208).

39.
Re Felton.
Wellys
c.
Felton.
Transl. inf.
p. 208.

153^g. File 6, bundle 1538-9, 5th membrane; writ of supersedeas; dispute as to jurisdiction of Yarmouth Court. The libel (*ibid.* 6th membrane) contains an allegation of the jurisdiction of the High Court of Admiralty in very wide terms; and states that Wellys, by a false allegation that the ship was lost within the jurisdiction of the local court—*infra libertatem et franchisesias illius ville et jurisdictionem curie ejusdem*—was suing Felton before Thomas Eckard and John Haken, bailiffs of Yarmouth, who had no jurisdiction—‘*coram ballivis dicti oppidi de Jeremuth Magna . . . iudicibus in ea parte ex defectu jurisdictionis omnino et notorie incompetentibus*’—against the law of the Admiralty and against the tenor of the letters patent granted to the Admiral—‘*contra vim formam et tenorem literarum patentium et commissionarium prefati domini nostri regis per ejus majestatem jure regali et prerogativa suis modo premissis concessarum.*’ The libel proceeds to state that the judges of the Yarmouth Court, knowing nothing of the laws of the sea and favouring Wellys, arrested Felton, and vexed him with process of their court. The judge of the Admiralty Court inhibited the local court; whereupon the following writ of supersedeas issued to the Admiralty. There are other documents relating to the suit in File 5, No. 44.

Henricus Octavus dei gracia Anglie et Francie rex fidei defensor dominus Hibernie et in terra supremum caput Anglicane Ecclesie carissimo consanguineo suo Wilhelmo Comiti Suthamptonie Admirallo suo Anglie Hibernie Gasconie Normanie Aquitanie sive ejus commissariis deputatis et locumtenentibus et eorum cuilibet Salutem Cum in statuto in parlamento domini Richardi nuper Regis Anglie secundi post conquestum apud Westmonasterium anno regni sui terciodecimo tento edito inter cetera continetur quod Admiralli et eorum deputati se in aliqua re infra regnum Anglie facta nisi solomodo de re super mare facta prout in tempore domini Edwardi nuper Regis Anglie progenitoris nostri debite usum fuit nullatenus intromittant Ac in statuto in parlamento predicti nuper Regis apud Westmonasterium anno regni sui quintodecimo tento

edito inter cetera declaratum ordinatum et stabilitum existat quod de omnibus contractibus placitis et querelis et de omnibus aliis rebus factis sive emergentibus infra corpora comitatum tam per terram quam per aquam ac eciam de wrecco maris Curia Admirallitatis nullam habeat recognicionem potestatem nec jurisdictionem sed sint omnia hujusmodi contractus placita et querele ac omnia alia emergentia infra corpora comitatum tam per terram quam per aquam ut predictum est ac eciam wreccum maris triata terminata et discussa et remediata per leges terre et non coram Admirallo nec per Admirallum nec ejus deputatum quoquo modo Ac cum Willielmus Wellys de quadam nave vocata sive appellata le Mary Petyr facture [?] quinque annorum et oneris viginti doliorum cum toto sufficienti apparatu eidem navi pertinente sive spectante possessionatus existens primo die Julii anno regni nostri tricesimo super quibusdam colloquiis conventionibus et concordiiis inter ipsum Willielmum et Robertum Felton pro conductione et gubernacione ejusdem navis a portu nostro ville Jeremuth usque ad portum nostrum ville Novi Castri super Tynam et exinde ad predictum portum ville Magne Jeremuth factis motis et habitis idem Willielmus prefatum Robertum magistrum ejusdem navis ad conducendum et gubernandum eandem navem in forma predicta apud Magnam Jeremuth predictam infra corpus comitatus Norfolchie constituisset et ordinasset ac idem Robertus magistrum ejusdem navis ad conducendum et gubernandum eandem navem in forma predicta fore et eciam eandem navem a predicto primo die Julii usque ad finem et consummacionem ejusdem viagii bene et sufficienter prout ad magistrum navis pertinuit gubernare et regere eidem Willielmo ibidem promississet et super se assumpsisset Et pro eo quod predictus Robertus quarto die Julii anno supradicto contra promissionem et assumptionem suas predictas predictam navem cum apparatu predicto in predicto portu nostro ville Magne Jeremuth in quodam loco vocato le Rode absque aliquo marenario [*sic*] sive aliqua alia persona pro salva custodia et gubernacione ejusdem navis reliquit

89.
Re Felton.
Wellys
c.
Felton.
Transl. inf.
p. 204.

39.
Re Felton.
Wellys
C.
Felton.
Transl. inf.
p. 205.

desolatam pretextu cujus per ventum et aeris distemperanciam eadem navis a portu predicto usque ad altum mare et sic ad certa loca extra noticiam predicti Willielmi amota et transfretata fuit per quod idem Willielmus grandes labores et expensas pro prosecutione et inquiracione ejusdem navis sustinuit * predictus Willielmus igitur *¹ et eciam pro eo quod convencio predicta apud predictam villam Magne Jeremuth infra corpus comitatus predicti facta et conventa fuit² prefatum Robertum pro dampnis suis ea occasione in curia nostra ville Magne Jeremuth coram ballivis ejusdem ville secundum legem et consuetudinem ville predictae in placitum super querela super casum suum fundata traxisset Ac jam intelleximus quod vos statuta predicta minime ponderantes prefatos ballivos ad placitum predictum coram eis tenendum per processum curie Admirallitatis nostre inhibuistis et prefatum Willielmum prosecutione sive affirmacione ejusdem querele in predicta curia Admirallitatis nostre per processum ejusdem curie graviter distringitis et perturbatis minus juste in nostri contemptum et ipsius Willielmi dampnum non modicum et gravamen et contra formam statutorum predictorum Nos volentes statuta predicta inviolabiliter observari vobis Mandamus quod si ita est tunc cuicunque processui coram vobis in curia Admirallitatis nostre versus prefatum Willielmum actione predicta habito moto sive prosecuto supersedeatis omnino ipsumque Willielmum contra formam statutorum predictorum non molestantes in aliquo seu gravantes Et si quid per vos in hac parte minus rite contra formam statutorum predictorum attemptatum fuerit id ei sine dilatione revocari facietis Teste me ipso apud Westmonasterium xvj die Januarii anno regni nostri tricesimo

HORPOLE

breve de statuto

¹ Sic. The words between asterisks are misplaced. They should come in between the words 'fuit' and 'prefatum' below.

² See note 1 above.

CHARTER PARTY OF THE 'GEORGE.'

1588. File 7, *ad medium*. Cf. charter party (in Latin) of 40.
 the 'Katheryne of Penmark' (1541), File 9, No. 58; of the 'George
 Duffield,' File 6, No. 8; and of the 'Trinity Outlaws,' File 15, No. 12. Charter party of the 'George.'

In the name of God Amen This chartre party indentid of a ffreightment made bitween John Smyth and Thomas Lynche owners of a good shippe of London callid the George now in the havon of Chichester wherof is maister under God the saide Thomas Lynche on the one partye and Alvero de Astodillo merchaunte of Spayne on the other partye Wytnessith that the saide owners have grauntid and lettyn to freight the saide ship unto the saide marchaunte And the same marchaunte hath hyred the saide shippe for a viage to be made with her by goddes grace in manner and forme followyng that is to saie the saide owners covenautyn and grauntyn by thise presentes that the saide shippe in all convenyent haste after the date of thise presentes shall departe owte of Chichester havon aforesaide and directly shall saile unto Lyttyll Hampton in Arondell Havon and ther shall tarry and abide by the space of xv dayes to receyve in to her all suche wheat as the saide merchaunte or his factours will there charge and lade in her And the saide marchaunte covenautith and grauntith by thise presentes that he or his factours withyn the saide xv dayes shall charge and lade there in the same ship asmoche wheate as she maye reasonably bear over and besides her vittayle tacle and apparreill Accomptyng alwaye fyve quarters of wheate for a ton Which ship so charged and ladyn the saide owners covenautyn and grauntyn by thise presentes that the same ship with the firste good wynde and wedir that God shall sende after shall departe from Litill Hampton aforesaide and by goddes grace shall directly saile unto the porte of Lusshebone as nygh the citie of Lusshebon as she may safely come and there shall tarry and abide by the space of xv dayes after her first

40.
 Charter
 party of the
 'George.'

arryvyng there at an ancker to discharge all the same wheate And the saide marchaunte covenautith and grauntith by these presents that he or his factour shall paye or cause to be paide unto the saide owners or to one of them or to their assignes for the freight of every ton tight of the saide wheate accompting fyve quarters to every ton as is aforesaide one ducate and three quarters of golde in golde large and of weyght or the juste value thereof within iiij dayes after the right discharge of all the same wheate and also petilodemanage and avaries accustomed after the use of Englysshe shipe And the said owners covenantyn and grantyn and also warrantyn by thise presentes that the said shippe shalbe stronge and staunche and wele and sufficiencytly vitayllid and apparellid with mastes sayles saylyardes ankers cables ropes and all other instrumentes takelyng apparraill and furnymentes necessary for suche a ship for suche a viage together with an hable maister and maryners sufficyent sufficiencytly defensid for safegarde of the saide ship and goods duryng this present viage which maryners shalbe reddey at all due tymes with the cok or boat of the same shipe to serve the said merchaunt and his factours to and from londe And if any prize purches flotezon or lagason or any other casueltie happe to be taken by the saide shipe in this her present viage the saide merchaunt shall have his juste parte thereof accordyng to the lawe of Oleron And to the foresaide covenantes grauntes and all other thinges on the partie of the saide owners above-rehercid truly to be observid and kept in all thinges as is aforesaide the saide owners bynden them and either of them by hymself for all and in the hole their executours and goodes and specially the ship aforesaide with the freight tacle and apparrell of the same unto the saide merchaunt and to his executours in a hundreth ducates of golde truly by this presentes to be paide And in like wise to the foresaid covenantes grantes paymentes and all other thinges on the partie of the said merchaunte above-rehearside truly to be kept and fulfilled in all thinges as is aforesaide the saide merchaunt byndyth him his executours

and goodes unto the saide owners and to their executours
in C. ducattes of golde truly by thise presentes to be paide In
witnes wherof the parties aforesaide to thise chartre parties
indentid sunderly have set their sealles Gevyn the ij^{de} daye
of January in the year of our Lorde God mⁱ v^c xxxiiij after
the course and computacion of the chirch of Englonde in
the xxxth year of the reign of our soveraign lorde kyng
Henry the viijth

40.
Charter
party of the
George.

Barboure [notarial mark]

Albare de Astodillo

Sigillavit liberavit in presencia mei

Thome Wytton apprenticii scribe [?]

GYLLET c. STYLE (*translation infra*, p. 205).

1539. File 7, memb. 54, *circa*. Sentence for collision. The
petition (File 7) states that the collision was in the Thames off
Gravesend.

41.
Gyllet
c.
Stile.
Transl. inf.
p. 205.

. . . Idcirco nos Johannes Rokeby . . . (*in common
form*). . . prelibellatum Willielmum Style seu¹ ejus navis
vocate an hoy in dicta summaria peticione mencionate
magistrum vel exercitorem nautasque et marinarios ejus-
dem in naviculam predicti Willielmi Gyllett Anglice
nuncupatam le trinke mensibus [?] anno et loco in dicta
summaria peticione specificatis ad ancoram residentem
irruisse et magno impetu percussisse ac pretextu hujus-
modi impetus et percussionis naviculam predictam una-
cum suo apparatu et aliis rebus tunc in ea existentibus
submersisse ac ea de causa eundem Willielmum Gyllett ad
summam viginti librarum sterling dampnificasse pronun-
ciamus decernimus et declaramus Ipsumque Willielmum
Stile in summa predicta condempnamus . . . (*in common
form*)

LEGGE c. MORE (*translation infra*, p. 206).

1539. File 7, *ad finem*. Articles for contempt; suing in
the City of London Court upon an Admiralty matter; order of
judge of Admiralty for attachment of the parties, and inhibition
to the Sheriffs of London.

42.
Legge
c.
More.
Transl. inf.
p. 206.

¹ Sic.

42.
Legge
c.
More.
Transl. inf.
p. 206.

In dei nomine Amen Nos Willielmus Fitzwilliam comes Southamptonie nobilis ordinis Garterii miles magnus Admirallus Anglie Wallie Hibernie ville et marchiarum Caleti Normanie Gasconie et Aquitanie ac ducatus Lancastrie Cancellarius per serenissimum et potentissimum in Christo principem et dominum nostrum Henricum octavum dei gratia Anglie et Francie Regem fidei defensorem dominum Hibernie et in terra supremum caput Anglicane ecclesie suffioienter et legitime deputatus articulos interrogatoria sive capitula infrascripta omnia et singula ac quamlibet partem et particulam eorundem vobis Johanni Moore Grocero et Thome Moore Pellipario civibus Londinensibus ac vestrum utrique divisim ex officio nostro ad promocionem Roberti Legge mercatoris ville de Harvico in Comitatu Essexie domini et proprietarii navis vocate Thanne of Orwell objicimus ministramus et articulamur Super quibus omnibus et singulis ac qualibet parte et particula eorundem petimus a vobis et vestrum utroque mediantibus juramentis vestris corporalibus plenum planum et fidele dari responsum conjunctim et divisim

1. In primis vobis et utrique vestrum objicimus et articulamur quod vestrum uterque conjunctim et divisim scit vel credit quod prefatus Robertus Legge mensibus Januarii Februarii et Martii anno domini millesimo quingentesimo xxxvii^{mo} ac Marcii Aprilis Maii Junii Julii et Augusti anno domini millesimo quingentesimo xxxix^{mo} jam instante eorumve mensium aliquibus seu aliquo ac annorum predictorum utroque sive altero anteaque et citra fuit et in presenti est verus dominus et proprietarius dicte navis vocate the Anne of Orwyll et apparatus ejusdem atque pro domino et proprietario hujusmodi communiter dictus tentus habitus nominatus et reputatus palam publice et notorie Et objicimus conjunctim divisim et de quolibet

2. Item ut supra objicimus quod annis et mensibus predictis seu eorum aliquibus vel aliquo prefatus Robertus Legge dominus et proprietarius antedictus ac ceteri in navi predicta interesse tunc habentes eandem navem vocatam the Anne of Orwyll in portu de Harwico predicto et infra

jurisdictionem maritimam Curie principalis dicti domini nostri Regis sue Admirallitatis Anglie et vestram ad anchoram tunc residentem ad dictas partes Izelandie pro piscibus ibidem captandis et prendendis cum magistro et exercitore ac certo ac competenti numero nautarum et marinariorum victualibusque convenientibus et aliis necessariis pro hujusmodi viagio peragendo prepararunt instruxerunt ordinarunt et deputarunt miseruntque et destinarunt Et objicimus ut supra

3. Item quod predictis mensibus et annis seu eorum aliquibus vel aliquo magister et marinarii predictae navis vocate the Anne of Orwell sic ut premittitur preparate instructe ordinate et destinate in ea tunc existentes iter sive viagium suum a dicto portu de Harwico ad partes destinatas Izelandie predictae ad effectum supradictum arripuerunt accipierunt [*sic*] et inchoarunt atque ad partes easdem certo ac solito cursu navigantes viz^t internavigando a predicto portu de Harwico ad partes illas Iselandie super alto mari existentes fflowle and stormye wether dydd sodenly aryse and came upon them soo that the maistre and maryners wer compelled of necessite by force of weether for savegard of the shyppe goods and merchandizes and of theyr lyves to lighten and free the shyppe and theruppon they with the consente and agremente of youe or thone of youe and of other merchaunts then being in the same shyppe dydd caste over borde iiij barreles of whete meale a greate ore of woode oone waynskott of iij kerffs a baskett of wykers with iiij cheses and xxiiij lynes of hempe with v^c fysshying hooks and diverse other goods cables and apparell of the said shypp to the some of c^{ll} more or lesse Et objicimus ut supra

4. Item objicimus ut supra quod cognicio audicio et terminacio quarumcunque querelarum contractuum et placitorum inter mercatores ac dominos et proprietarios navium seu alias personas quascunque cum eisdem dominis ac navium et ceterorum vasorum proprietariis quibuscunque ubicunque locorum initorum et factorum pro aliquo per mare vel ultra mare expediendo seu maris pertransitum

42.
Legge
c.
More.
Transl. inf.
p. 207.

42.
Legge
e.
Moore.
Transl. inf.
p. 303.

sive viagium qualitercunque tangentium seu concernentium ad curiam principalem dicti domini nostri Regis sue Admirallitatis Anglie predictae et ad nos magnum Admirallum predictum seu quemcunque alium magnum Admirallum Anglie pro tempore existente ex concessione et donacione ac literis patentibus dicti domini nostri Regis desuper concessis notorie spectarunt et pertinuerunt sicque spectant et pertinent in presenti Hecque fuerunt et sunt vera publica notoria manifesta pariter et famosa Et objicimus ut supra.

5. Item ut supra objicimus quod vos prefati Johannes Moore et Thomas Moore ac vestrum uterque premissorum omnium et singulorum satis scioli ipsisque non obstantibus post et contra ea fingentes et asserentes minus vere per quendam Robertum Maddye attornatum vestrum eundem Robertum Legge dominum et proprietarium antedictum quandam convencionem suam inter vos et ipsum in parochia Sancti Christoferi civitatis Londoniensis predictae (ut asseruistis) initam et factam injuste fregisse cum in rei veritate idem Robertus nec cum vobis neque vestrum utroque unquam ibidem sic convenit seu pepigit Ipsum super hoc et rebus aliis omnino injustis ac minus veris tunc expressis coram Johanne Fayrer et Thoma Huntelowe Vicecomitibus Londoniensibus iudicibus in ea parte ex defectu jurisdictionis notorie omnino incompetentibus subdole arrestari ac desuper trahi fecistis in placitum inter alia minus juste suggerendo ac contra facti veritatem caute declarando viz^t Quod undecimo die Februarii anno regni prefati domini nostri Regis Henrici Octavi tricesimo in parochia Sancti Christoferi Londoniensi dictus Robertus Legge dominus et proprietarius antedictus convenit cum vobis prefatis Johanne Moore et Thoma Moore ad deliberandum vobis diversa bona et catalla ad valentiam xxiv^{li} apud Izeland in partibus transmarinis in aliquo loco ubi quedam navis vocata Thanne of Orwell shulde fortune to breake hyr bulke predictus tamen Robertus Legge convencionem suam predictam minime ponderans dicta bona et catalla vobis prefatis Johanni et Thome aut vestrum alteri

non dum deliberavit licet sepius etc. et sic idem Robertus injuste fregit convencionem inter vos et eundem Robertum primo factam cum re vera idem Robertus et vos eodem undecimo die Februarii in dicta civitate Londoniensi non fuistis neque ibidem sic contraxistis Unde coram dictis Vicecomitibus Judicibus in ea parte incompetentibus minus vere dixistis quod deteriorati fuistis et dampnum habuistis ad valenciam xxx^{ta} librarum prout ex parte vestra minus juste et contra rei geste veritatem coram eisdem pretensis judicibus deducitur et narratur juxta tenorem cujusdam schedule verum tenorem querele sive placiti vestri pretensi in ea parte porrecti continentis et presenti Interrogatorio annexe ac sub modo et forma in eadem schedula expressis contra formam donacionis concessionis et literarum patentium dicti domini nostri Regis nobis factarum in ipsius Roberti Legge dampnum jacturam et detrimentum non modicum et gravamen ac in juris et jurisdictionis prefati domini nostri Regis sue Admirallitatis Anglie predictae et nostrum contemptum derogacionem usurpacionem et vilipendium notorium Et objicimus ut supra

6. Item objicimus ut supra quod fuistis et estis ac vestrum uterque fuit et est civitatis Londoniensis ac jurisdictionis dicti domini nostri Regis sue Admirallitatis Anglie eidemque subditi et subjecti Et objicimus ut supra

7. Item quod premissa omnia et singula fuerunt et sunt vera publica notoria manifesta et famosa Atque de et super eisdem laborarunt et in presenti laborant publica vox et fama Et objicimus ut supra

<p>(<i>Endorsed</i>) Negotium contemptus promotum per Robertum Legge de Harwico contra Johannem More et Thomam More grocerum et pelliparium cives London' eo quod eundem Legge traxerunt in placitum coram Johanne Fayre et Thomam Huntlow Vicecomitibus London' pro re facta infra jurisdictionem hujus curie</p>	}	<p>Articuli super contemptu</p>
--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	---	-----------------------------------------

42.
Legge
c.
More.
Transl. inf.
p. 209.

42.

Legge

c.

Mora.

Transl. inf.
p. 210.

A copy of the declaration in the City of London Court is annexed, and endorsed thereon is the following :

Veneris xxviii^o die Novembris anno domini 1539 Et anno 31 regni supremi domini nostri Regis Henrici Octavi ante meridiem illius diei in domo magistri Anthonii Huse presidentis curie principalis Admirallitatis Anglie ac coram eo in parochia nostra [?] Bow civitatis Londoniensis in presentia mei Rogeri Huntte notarii publici dicte curie Registrarii personaliter apparuit retro nominatus Robertus Legge et exhibuit istam schedulam et allegavit se fuisse et esse minus juste implacitatum coram Johanne Fayree et Thoma Huntelowe Vicecomitibus Londoniensibus pro re facta super mare in partibus Izelandie prout continetur in ista querela Unde dominus decrevit prohibicionem et inhibicionem fieri vicecomitibus predictis [et] omnibus et singulis aliis personis quibuscunque jus etc. quatenus sub pena centum librarum sterling de bonis et catallis eorum cujuslibet ad usum dicti domini nostri regis levandarum dicti vicecomites supersedeant ac quod alie persone viz^t partes querelantes vel eorum consiliarii istam causam ulterius prosequi minime attemptent et ulterius decrevit retronominatos Johannem More grocer et Thomam More skynner cives Londonienses realiter arrestandos fore erga diem lune proximum Ita quod habeatur uterque eorum etc. in curia predicta certis articulis usurpacionem contemptum et violacionem juris etc. personaliter responsurus

Sabbato penultimo Novembris anno 1539 partes predictae inter se compromiserunt de eorum consensu

HURLOCKE AND SAUNDERSON c. COLLETT.

43.

Hurlocke
and
Saunderson
c.
Collett.

1539. File 7, 20th membrane from end. Bill of lading. The iron was sold afloat by Collett to Hurlocke and Saunderson ; see bill of sale, Act Book, No. 128, 18th Jan. 1539. A copy of the bill of lading is endorsed upon the article upon first decree, upon the passing of which the goods were delivered to Hurlocke and Saunderson.

1589. A bill of the 71 kintalls of iron lodyn for M^r Collette mercer in the Mary Martyn

43.
Hurlocke
and
Saunderson
c.
Collett.

Jesus. In Bilbowe the vijth day of November anno 1589 M^r Collette hathe ladyn by the grace of God in good saffettye I Thomas Holande in the good shypppe namyd the Mary Martyn wherein is master for thys present vyage Thomas Hege lxxj kintalls of yron in ends 44 . . . the which 71 kintalls to be consygned in London unto John Collet mercer And it goes for iij tone and xj kintalls he paying for the freight of every tonne accordyng to the charter party made in London In wytness of the truythe I the sayde master or the purser for me have firmyd iij bylls of one tenor the one complyed and fullfyllled and the other to stand voyd By me Thomas Heygge

FLOTSAM—PRESENTMENT OF JURY.

1589. Act Book, No. 128, *ad finem*. There are also presentments of an anchor found at sea, of a mast found in the Thames, and of two other masts found.

44.
Flotsam—
Presentment
of jury.
Transl. inf.
p. 210.

Sequuntur presentaciones facte in curia principali domini nostri Regis sue Admirallitatis Anglie de bonis repertis tanquam derelectis

Mylton Shore	}	Sabbato xxvii ^o die Junii anno
in comitatu		domini 1589 et anno xxxj ^o regni
Essexie		regis Henrici Octavi ante

meridiem illius diei in domo magistri Anthonii Huse presidentis ac coram eo in presencia mei Rogeri Huntte notarii publici personaliter comparuit Johannes Scotte de Mylton Shore predict' mariner et allegavit se circiter festum Epiphanie domini ultimo preteritum invenisse unam naviculam vocatam a shippes boat oneris trium doleorum vel circiter flotsam super alto mare in loco vocato the Sowthe Depe ex opposito loci vocati the Mynster in insula Scepeia in partibus comitatus Kancie tanquam derelictam quam appreciari fecisse per Ricardum Rede de Mylton predicta et Richardum Pulter de eadem Willielmum Mur-

44. *Flotsam—
Presentment
of jury.
Transl. inf.
p. 211.* cock de eadem et Thomam Byan de eadem marinarios et Willielmum Norman civitatis Londoniensis marinarium ad triginta solidos sterling Ac postea eandem cuidam Willielmo Damyn de insula Fulness in Hundreda de Rocheford [vendidisse] pro summa xxxvj^s viii^d sterling et realiter deposuit xvij^s iij^d pro una medietate juxta leges marittimas officio domini magni Admiralli debita Ac fidejussit et obligavit se et omnia bona sua in xl^s sterling michi notario stipulanti de realiter restituendo huic curie alteram medietatem precii dicte navicule si aliquis probaverit dominium in eadem infra annum et diem salvis sibi suis expensis in ea parte passis

HANDCOCKE c. PAYNE.

45. *Handcocke
c.
Payne.* 1539. Act Book, No. 128, 8rd June, 1539. Award of Sir Thomas Sperte and John Chadderton, arbitrators, in the matter of a collision on the high sea. For the libel and answer see File 6. The operative part of the award is as follows.

. . . it appearythe unto us that the sayd shyppe called the Thomas of Portysmowthe wythe her apparell and ladyng was worthe at the time she was lost 1^u and above And that the occasyon of her loss and drownynge procedyd for the moaste parte by reason and thorough the negligence and oversyghte of the sayd John Payne¹ We doo awarde deme decree order and judge in manner and fourme folowyng First wee do decree award deme and judge by theis presents that the sayd John Payne shall gyve and pay unto the sayd Thomas Handecocke twentye and three pownds syx shillings and eighte pence sterling to be unto the same Thomas in maner and fourme folowyng in full contentacyon satysfactyon and recompence of and for all that his sayd shyppe callyd the Thomas of Portesmowthe wyth her apparel salte damagys interests and costs susteynyd and loste by reason of the synkyng and drownynge of the same shyp Item we do decree award and judge that at the

¹ Master of the 'John.'

Kyngs nexte Admyrall Courte holden at Orton Key at [or] after the feaste of Saynte Andrewe Thapposcell nowe nexte comyng the sayd John Payne or his assyngnes shall well and truely contente and pay iiij^{li} vj^s viij^d sterling unto the sayd Thomas Handecocke or to his procurator for the furste part of paymente of the sayd xxij^{li} vj^s viij^d . . . (the award goes on to provide that the remaining £20 was to be paid at following courts by instalments of £10. There is a receipt by Handecocke for the whole £23 6s. 8d.)

45.
Handecocke
c.
Payne.

BUSHELL c. CREKE.

1540. File 7, 8rd membrane from end. Summary petition (part Latin, part English). Bushell in the 'Elizabeth' was at anchor in Lowestoft roads. A Flushing ship, of which Creke was part owner, brought up near her 'solo cum una anchora, videlicet, not moored, contra leges maritimas et laudabiles consuetudines nautarum et maris ab antiquo usitatas, eandem navem vocatam the Elizabeth of Whitby tunc habentem tres anchoras in profundo maris juxta leges et consuetudines predictas ejectas super le halse cujusdam navis de partibus Gallie ibidem tunc residentis per vim ac culpa et negligencia dicti Petri tunc illius navis de Flushing gubernatoris et suorum marinariorum in ea existentium projiciebat, videlicet in Anglicis.' The petition then proceeds in English :

46.
Bushell
c.
Creke.

. . . The said shippe of Flusshyng being not moryd came rydyng with thee floode by force and dydd brynge home oone of thankers of the said shippe calledd the Elisabeth and caste the same shipp over twarte the halse of a French shippe theyr lyeing att rode and moryd by reason whereof the maryners of the said Frenche shipp wer compelled to cutte the cablee of thee ancree so broughte home apperteyning to the said shippe called the Elisabeth for the savegard of the said Frenche shippe And then the said shippe of Flusshyng by negligence and defaulte of her governor and marinors dydd hange soo soore and soo violentle upon starreborde sydd of the said shippe called the Elisabeth that the cable there of being fyxed to the same

46.
Busshell
c.
Creke.

starreborde syde dydd breake And by reason therof the maryners of the same shipp naymed the Elsabeth were enforced and constrayned too lett slypp theyr thirde cable and ancre for savegarde of the saide shippe and goods and soo made sale for feare to have beyn caste upon thother shippes then lyeing mored in the saide rode and imediately wente to see ward withowte ancre or cable Soo that by the defaulte of the governor and marinors of the saide shippe of Flusshyng being not moryd at her ankers the forsaid shipp calledd the Elsabeth of Whytby loste all hir iij ankers with iij cables and a boate Ad dampnum et interesse dicti Georgii Busshell xij^{li} sterling . . . (*conclusion in common form praying for redress.*)

THORNE c. VINCENT: THE 'ST. MICHAEL.'

47.
Thorne
c.
Vincent:
the 'St.
Michael.'

1541. File 7, *ad finem*. The following bill for money lent at Messina for the use of the 'St. Michael' of Barnstaple was sued upon in this suit, and a first decree was obtained against the ship her freight and apparel. The title of the suit is as follows:

In dei nomine Amen Coram vobis . . . (*in common form*) Pars honestorum virorum Nicholai Thorne et Willielmi Ballarde mercatorum ville Bristolie contra et adversus Laurentium Vincentt de Langust in regno Portugalie pro defensione navis vocate the Saynt Mychaell of Barstaple alias dicte the Saynt Mighell of Langust in Portugalia predicta ejusque nauli et apparatus nuper auctoritate vestra arrestati intervenientem Ac contra ipsam navem naulumque et apparatus ejusdem Necnon contra quemcunque alium pro eisdem Laurentio nave naulo et apparatu predictis coram vobis in judicio legitime intervenientem dicit allegat et in his scriptis in jure proponit articulatum prout sequitur &c.

(*Translation*) In the name of God Amen Before you . . . (*in common form*) . . . the party of the honest men, Nicholas Thorne and Thomas Ballarde, merchants of the town of Bristol,

against Laurence Vincentt, of Langust in the kingdom of Portugal, intervening for the defence of the ship called the St. Michael of Barnstaple, otherwise called the St. Mighell of Langust in Portugal aforesaid, and her freight and apparel lately arrested by your authority and against the ship herself and her freight and apparel. And also against . . . (*any one else intervening &c. in common form*).

The article on first decree proceeds to state that John Semer, factor of Thorne and Ballarde at Messina in Sicily, advanced 192 ducats for the necessary use—*ad necessarios usus*—of the St. Michael; and that Aborow, the master and patron—*exercitor, magister principalis, gubernator, et patron*—and Andrew, the scribe of the St. Michael, then owned by one Hugo Pryst of Barnstaple, bound themselves the ship and her apparel and freight for the repayment of the sum upon her arrival at Bristol; that she arrived safely, and that the money was unpaid; it concludes with a prayer by the plaintiff to be put into possession in common form. The bill is as follows :

47.
Thorne
&
Vincent :
the 'St.
Michael.'

At Messina the xxix day of June the vijth [*sic*] Indyccon
m v^c xxxiiij

The noble John Aborow Englysheman patron of the shyp Saynt Mighell standing at this present tyme in the porte of this noble cytty of Messina charged withe wyne Mallmesye that be come from the parties of Candye And also the noble John Andreas also Englysshman scribe of the saide shipp consentyng before bothe joynety and also wyllyngly for the last expedyment and dyspatche of the viage that God willyng the saide patrone and scribe entende with the saide shipp nexte to make that is to say departyng from this porte and goyng to the porte of Bristow Sowthampton or London of the parties of Englande their to dyscharge hur burden accordyng to the fforme of her contracte of naulyzament one and every one togyther confessyd to have receaved and hadde by exchaunge and in the name of exchaunge of the noble John Semer merchaunt also of England dwellyng in Messyna then being present ducats clxxxij of goolde in goolde large good and juste weight redye monney renowncyng etc. whiche saide ducats clxxxij shall go in all this viage at the adventure and perryll as

47.
Thorne
c.
Vincent :
the 'St.
Michael.'

well of god as of the see and people of the saide noble John from the howre that the same shypp shall sale from this port unto the tyme that ye [*sic*] shall god wylling saffely arryve in any of the saide places that is to say in the place in which the same shipp holy dothe dyscharge the sayd burden accordyng to the fforme of the sayd naulizamentt and dothe caste hur ffurste anker and xxiiij hours expyred and none otherwise nor other manner whiche saide vyage made the saide patronne and scribe as now and as then have constytuted and solemly bounde them selfe one and every of them by them selfe to pay restore and assigne the saide clxxxij ducates of goolde in goolde or their juste valew in Englyshe monney to the noble Willyam Ballarde Englyshe merchaunte dwellyng in the saide place of Brystowe in the name and for the parte of the saide noble John there beyng presentt so wylling and commandyng as above saide within xxx^u daies to be numberyd from the day of the arryvyng of the saide shipp in the place of the hole dyscharge as abovesaide then nexte followyng And in case be that they therein defawlte they wolde them selffe be bounde to all damagies expenses and interestes assygnyng the waies of prolongyng after the rekenyng of iij terreyngs for every day And that hit shalbe leafull to the saide noble John or to the said Wylliam to take the saide monney at exchaunge and rechaunge for iiij partes of the worlde at all damagies expenses and interestes of the same patronne and scribe . . . (*concluding with joint and several covenants to pay the money, with power for the lender to seize the debtors and their goods, but not mentioning the ship expressly*).

WHITEFELD *c.* GARRARDE; PURDEY *c.* REDEMAN AND
PARRYS; PURDEY *c.* BUCKERELL.

THE 'TRINITY JAMES' OR THE 'CHANCE.'

1540. File 8. There are several proceedings relating to this ship. Whytefeld *c.* Garrarde, File 8, No. 54, is a claim for general average contribution for jettison of a boat and cargo; Purdey *c.* Buckerell, *ibid.* No. 46, is a claim by Purdey to part of the cargo bought by him afloat, with allegations of law as to the rights of such a purchaser; *ibid.* No. 44 is a further allegation by Purdey that his warrant of arrest, though later in date than Parrys', was executed before Parrys' warrant, and therefore had priority; Purdey *c.* Redeman, Parrys intervening, *ibid.* No. 68, is a claim by Parrys that his warrant, having been first obtained, had priority. The matter appears to have been settled by arbitration (see File 9, No. 15), Purdey being declared entitled to the ship, and Parrys receiving £40; no order appears to have been made upon the claim for average contribution.

Allegation of Whytefeld and Purdey, owners of the 'Trinity,' and of Ducarte and Demolyns, merchants:

. . . That in the moneths of August . . . &c. 1541 . . . the said Garrarde and his company in the porte of Reyne¹ in partibus ultramarinis laded and affrayghted the sayd shipe diversis mercibus et rebus ad eos pertinentibus to be conveyed and caryed in hur from thens to the port or ryver of Thamys And that the same shipe because she had not receyved in hur hur full lading by the way viz^t at Onville² in Normandy receyved and toke in hur lxxxiiij barreles of pyppyns or there aboute appartaynyng to the said Ducarte and Demolyns jure dominii And after that as the sayd shipe sayled versus portum destinatum super alto mare prope fines Anglie there fell and rose a grete storm or tempest of wether by force wherof the maister and exercitor and other the maryners of the said ship were dryven and forced for the safe garde of the same shipe and other wares then in her to caste over borde of the said shipe in to the see and so dydd cast a bote with iiij ores and

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Whitefeld
c.
Garrarde;
Purdey
c.
Redeman
and Parrys;
Purdey
c.
Buckerell.
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the 'Chance.'

¹ Rouen?

² Qy. Omonville?

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Whitefeld
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Purdey
c.
Redeman
and Parrys;
Purdey
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things therto belonging of the valew of iij^{li} sterling or there aboute and also xxxij barels of pyppens parcell of the said lxxxij barreles valoris v^s every barrel or there aboutes By reason of which premises it oughte to be pronounced for averye in this behalf and the said Garrarde and his company to be compelled to bere and pay their partes and porcions of the same averye after the rate of their said goods porcion and porceyon lyke Quodque premissa omnia . . . (&c. in common form)

Allegation of Parrys, File 8, No. 63.

. . . the custom usyd and order of the Admirall court a x, xx, xxx, xl, l et lx^{ta} annis ultraque et citra fuit et est That any warent fyrst yntered in the Regystre of the same courte and so made furth in dew forme and delyveryd unto the sergent of the said curte or to other theyr deputes to be executyd within the ryver of temys owyt to be fyrst executyd and servyd before any other warent or warants intered or delyveryd after the day of Record of such fyrst warrant obtayned And the obtayner therof owyth by the said custom and usage to be preferryd omnibus aliis creditoribus jus aut interesse quodcunque in re aut rebus arrestatis habentibus aut habere pretenduntibus . . .

Purdey c. Redeman, allegation of Parrys, File 8, No. 44.

j. In primis pro eo viz^t et ex eo That the custome used and ordre of the Kinges principall courte of his Admiralltie of England x, xx, xxx, xl, l, et lx^{ta} annis ultraque et citra fuit et est That every warrante being entred in the registrie of the same courte and so made furthe in due forme and deliveryd unto the sergeaunt and under-sergeaunte of the same courte or to any other person or persons to whome the same warrante is directed to be served within the river of Thamise or where ellys within the jurisdiction of the same courte and being first executed and served according to the tenor thereof And thobteyner of the same warrante so executed owghte by the same custome and usage to be preferryd omnibus aliis creditoribus jus et interesse quodcunque in re aut rebus

arrestatis vel arrestandis habentibus seu habere pretendentibus¹ notwithstanding any former warrante or warrantes by any other persone entered in the said registrie or made furthe in due forme and so deliveryd unto the sergeaunte or undersergeaunte or to any other person or persons aforesaid to be executed and not executed nor served before thother warrant above first served Et ponit etc.

ij. Item quod si et quatenus warrantum in dicta curia Admirallitatis per prefatum Thomam Parrys contra navem predictam² was first entred in the Registrie of the same courte and so obtayned in due form and delivered unto George Thompson submariscallo curie predictae aut ejus deputato pro execucione ejusdem fienda³ and paied the customable fee for the execucion thereof Dictus tamen Thomas Purdey entryd in the said Registrie of thadmiraltie of Englund an other action against the said shippe and thowners of the same and therupon obtained a warrante in due forme against the said shippe and owners and delivered the same to the said George Thompson or to his depute for due execucion thereof which warrante so delivered was by the same George Thompson or his deputie aforesaid according to the tenor thereof first executed and served and before the execucion of the same Thomas Parrys warrante. Et ponit etc.

ijj. Item quod pretextu premissorum⁴ the said Thomas Purdey owghte by the same custome and usage to be preferred dicto Thome Parrys in navi apparatu et naulo arrestatis⁵ Et ponit etc.

Purdey c. Buckerell, File 8, No. 46.

Positiones⁶ additionales sive declaratorie ad materiam alias ex parte Thome Purdey et Willielmi Whytefeld

¹ Translation: to all other creditors having, or pretending to have, any right or interest in the thing or things arrested or to be arrested, &c.

² Translation: Also, that if and so far as a warrant in the said court of Admiralty by the aforesaid Thomas Parry against the aforesaid ship, &c.

³ Translation: to the submar-

shal of the aforesaid Court or to his deputy for execution of the same, &c.

⁴ Translation: Also, that by reason of the premises, &c.

⁵ Translation: to the said Thomas Parrys in the ship, apparel, and freight arrested. And he pro-pounds &c.

⁶ Translation: The following

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Whitefeld

c.

Garrarde;

Purdey

c.

Redeman

and Parrys;

Purdey

c.

Buckerell.

The 'Trinity

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the 'Chance.'

48.

Whitefeld
c.
Garrarde;
Purdey

Redeman
and Parrys;
Purdey

Buckerell.
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the 'Chance.'

dominorum et proprietariorum navis vocate the Trinitie of Deptford et apparatus ejusdem contra Richardum Buckerell oblate et proposita sequuntur.

Item quod fuit et inolevit quedam consuetudo laudabilis antiqua et legitime prescripta tam in Anglia et dominiis ejusdem quam in regnis et partibus atque dominiis Francie Hispanie et alibi in partibus ultramarinis inter mercatores dominos et proprietarios navium et magistros et exercitores earundem seu alias quascunque personas contrahentes a x, xx, xxx, xl, l et lx^{ta} annis ultraque et citra usitata et observata atque in contradictorio judicio sepius obtenta sicque est et inolet in presenti viz^t That all and every contracte or sale of any shipe goods wares or other merchandyzes made or had by any owner or proprietary thereof to any merchaunte or other person (the same shipe goods wares or merchandizes being beyonde the see or upon the see or where ellis within the jurisdiction of the King's Courte of his Admiraltie of Englonde and beyng appoynted ad aliquem portum destinatum in regno Anglie to be there dyscharged and the byer of the same shipe goods wares or merchandyzes beryng the adventure and peryll thereof usque ad dictum portum destinatum and having a byll of sale thereuppon made and delyvered to hym by the seller) ys good and valeable and not to be retracted or rescinded but that the said byer by vertue of the said custome and delyvery of the said byll of sale and also other the premises aughte and may entre and take possession of the said shipe goods wares or merchan-

are additional or declaratory positions in answer to the matter elsewhere offered and propounded on behalf of Thomas Purdey and William Whytefeld, the owners and proprietors of the ship called the 'Trinity of Deptford,' and the apparel of the same, against Richard Buckerell:

Also that there was, and there has obtained, a certain laudable ancient and lawfully prescribed custom, as well in England and the dominions of the same as in the

realms and parts and dominions of France, Spain, and elsewhere in parts beyond sea, between merchants, owners, and proprietors of ships and the masters and charterers of the same, or other persons whomsoever [so] contracting, used and observed from 10, 20, 30, 40, 50, and 60 years past and more and ever since, and oftentimes upheld in judgment of appeal [or, qy., 'in contested judgment'], and at the present time so is and obtains, namely, &c.

dyzes so sold and boughte at all tymes and them have take and enjoy as theyr owne propre goods at theyr retorne ad portum destinatum withoute any further tradicion or delyvery of the same and not withstanding the clayme title interest or arrest in them made by any creditor or creditors of the said seller Et ponit ut supra.

48.
Whitefeld
c.
Garrarde;
Purdey
c.
Bademan
and Parrys;
Purdey
c.
Buckerell.
The 'Trinity
James' or
the 'Chance.'

SHARP c. POPE.

1540. File 8, No. 45. Summary petition for robbery of fish. The defence to this suit was that the fish were taken in a creek in the manor of Leigh and belonged to William Stafford who was seized of the manor in right of his wife.

49.
Sharp
c.
Pope.

These been the injurys and wrongs ensuyng don and comitted by one John Pope of Lye in the countie of Essex ageynst and to me Elys Sharp ffysherman of Stebynhythe in the countie of Middlesex.

First where I the said Elys Sharp aboute Easter last past was a twelvemoneth being in a certeyn petyr boat comyng toward the towne of Lye aforesaid to by suche vytayles as I laked as I was ny to the lande syde there upon the land was the said John Pope wiche said unto me the said Elys Come a land And I supposyng he wold have bought some ffysh of me came at his byddyng And assone as I was arryvvd to the shore the said John Pope toke hold of on of the owers and stept in my bote And upon that he toke the tronke in his hands and hallyd it up to the land and there put forth alle the fysh that was in the tronke into a basket and toke what plesyd hym of the same ffysh to the quantytie of a pek and gave me the rest that he left whiche were but ffew and alle the smallest and the worst And gave me nor proffyled me one peny therfore and also as he was goyng a way with the said ffysh he said What knaves shall I never ryd the country of you with moche other wrongs and injuries that I and other hath been mysused in tymes past whiche were to long to rehers wherof I desyre your mastershipes to have redresse.

SMITHE c. BRAYE (*translation infra, p. 211*).

50.

Smithe
c.
Braye.
Transl. inf.
p. 211.

1541. File 8, No. 16. Summary petition—slander.

In dei nomine coram vobis nobili et prepotenti viro et domino domino Johanne Russell preclari ordinis garterii milite domino Russell (*in common form*) . . . Pars honesti viri Baldewini Smithe civis et haberdessher civitatis Londoniensis contra et adversus Willielmum Braye de Ratcliff in comitatu Middlesexie marinarium dicit allegat queritur et in jure proponit Quod mense Maii anno domini 1541 Regnique supremi domini nostri Regis Henrici octavi xxxiiij^o jam instante super publico flumine rivi Thamise idem Baldewinus in navem quandam de partibus Hispanie nuncupatam le Sancta Maria de Placentia tunc inter Grenewiche et Blackewall extra regnum velificantem in nonnullorum presentia tanquam scrutatorum generalium [?] ipsius domini nostri regis in portum Londoniensem assignatorum et deputatorum unus intravit ad scrutandum navem illam pro bonis non custumatis et mercimoniis contra leges hujus regni transvehendis In qua quidem nave diversas pecuniarum summas ibidem contra leges predictas reperit et invenit quas tunc ad usum predicti domini nostri Regis arrestavit et pro confiscatis cepit Cujus obtentu dictus Bray tam eo tempore quam citra nonnulla verba vilipendiosa opprobriosa et scandalosa eidem Baldewino et de eodem malitiose sepius protulit dixit et affirmavit Et presertim verba in Anglicis sequentia vel alia eis in effectu consimilia viz Thou art or he is (innuendo eundem Baldewinum) a poller and a briber and doth use bothe polling and bribing and that the said Baldewyne had taken more money from the Spanyards in the said ship than he had gyven enformacyon of for the kinges use And that he had taken a ringe for a bribe of one of the Spanyars in the said shippe Quorum verborum prolacione idem Baldewinus non modo inter subditos dicti domini nostri Regis graviter diffamatus existit ad dampnum Cui verum etiam naute dicte navis tempore arrestacionis dictarum pecunia-

rum summarum in eundem Baldwinum insultum fecerunt Ita quod de periculo vite sue disperabatur Unde facta fide de jure in hac parte requisita petit pars dicti Baldwini justiciam et ejus complementum sibi in premissis et ea concernentibus ministrari cum effectu Eadem premissa proponens conjunctim et divisim

50.
Smithe
c.
Braye.
Transl. inf.
p. 212.

GERYCKE c. LYSSE.

1541. File 8, No. 18. Sentence condemnatory for rateable proportion of freight.

. . . Idcirco nos Anthonius Huse . . . (*in common form*) prenomiatum Vincentium Lysse in summa quinque librarum sex solidorum et octo denariorum pro rata et portione sua ratione nauli sive affectamenti in hac parte libellati et coram nobis confessati Ac in expensis . . . (*condemnation in common form*).

51.
Gerycke
c.
Lysse.
Transl. inf.
p. 212.

FREBARNE c. PELYN.

1540. File 8, No. 81-82. Award of arbitrators in a wages dispute.

Anno 1540. Ryghtt worshypful hyt may plese your mastarshyp a cordyng to your mastarshyps comandment we beyng arbitratours betwene Lawrence Frebarne and Thomas Pelyn marynar hathe a grede ffor all manar off wagys and debts from the be gynyng off ye worlde to thys day Yn wytnes of ye truth we have sett to owr hands the last day of Septtember yn ye xxxij yere of owr severayn lord kyng Henry the viij^t the day and ye yere abowthe sayd. Per me William Brouke John Botton be me Thomas Heyge be me William Norman.

So that Thomas Pelyn do withdraw ye axsyon and pay the costes of the courte.

52.
Frebarne
c.
Pelyn

RE RUMNEY AND WOOD (*translation infra*, p. 218).

53.
Re Rumney
and Wood.
Transl. inf.
p. 218.

1541. Act Book, No. 128, 1st Aug. 1541. *Ex officio* proceedings against pilots for negligently stranding ships; sentence of imprisonment and for payment of damages, and order for disrating.

In dei nomine Amen Nos Anthonius Huse Armiger Curie principalis excellentissimi et invictissimi in Christo principis et domini nostri Henrici Octavi dei gracia Anglie et Francie Regis fidei defensoris domini Hibernie et in terra supremi capitis Anglicane ecclesie per nobilem et prepotentem virum et dominum dominum John Russell preclari ordinis garterii militem dominum Russell custodem sive senescallum Stannarie magnum Admirallum Anglie Wallie Hibernie ville et marchiarum Caleti Normanie Gasconie et Aquitanie sufficienter et legitime constitutus In quodam inquisicionis negotio contra vos Jacobum Rumney civitatis Londonensis marinarium nuper magistrum navis vocate the Trinity Fitzwillyam et Johannem Wood de Radclyff in Comitatu Middlesexie juxta littus marittimum publici rivi Thamasys degentem marinarium nuper sub deo magistrum sive prefectum aut exercitorem navis nuncupate the Marlyn ad illustrem virum dominum dictum Willielmum Fitzwillyam comitem Southamptonie preclari ordinis garterii militem cancellarium ducatus Lancastrie et dominum privati sigilli jure domini seu quasi spectantis et pertinentis in quodam itinere sive viagio versus portum de Burwage in partibus Brittannie sub ditione Francorum regis a portu inclite civitatis Londonensis destinate rite et legitime procedentes Quia per acta inactitata comperta detecta inquisita placita et per vos et utrumque vestrum confessata comperimus et invenimus vos et utrumque vestrum culpa negligencia et incuria vestris easdem naves sub velis navigantes ac sub regimine et tutela vestris respective existentes in vadum sive scopulos vulgariter nuncupatos the Isle of Peytewe ex opposito loco vocato Lormynster extra debitum cursum sive justum iter elisas et affixas atque ea occasione carinam alterius earundem viz^t dicte le Marlyn ruptam

fuisse et esse totamque ratem utriusque earundem unacum nautis marinariis rebusque et mercandizis in eisdem onustis et oneratis summo periculo expositas fuisse quod parum aberat quin penitus periissent et miserabile naufragium passe fuissent deque navibus ac ceteris in eisdem et hominibus et rebus existentibus plane disperaretur actumque omnino fuisset Idcirco de consilio assensu et voluntate expressis eximiorum virorum domini Thome Sperte militis et Willielmi Gonson pro corpore dicti domini nostri Regis Armigeri atque in partibus Suffolchie et Norfolchie Admirallitatis Commissarii sive viceadmiralli in re nautica exercitatissimorum necnon regie classis prefectorum nostrorum in hac parte collegarum et in hujusmodi inquisicionis negotio ob singularem eorum experientiam nobis assidentium Vos prefatos Jacobum Rumney et Johannem Wood et utrumque vestrum naves predictas culpa negligencia et incuria vestris in vadum predictum elisisse et affixisse ac causam rupture carine dicte le Marlyn dedisse Necnon et easdem naves male rexisse et gubernasse Vosque premisorum obtentu ad reparacionem restauracionem et reedificacionem illius navis vocate the Marlyn de jure teneri Necnon vos ob latam culpam negligenciam et incuriam premissas per vos et utrumque vestrum manifeste commissas et perpetratas administracioni et gubernacioni dictarum navium aut cujusvis alterius¹ idoneos ineptos et non convenientes ac tanto officio sive cura indignos fuisse et esse Atque ita merito censeri et reputari debere exigentibus de meritis vestris pronunciamus decernimus et declaramus Vosque ut indignos inhabiles indoctos imperitos ignavos negligentes et remissos ac vestrum utrumque ab onere cura et exercitio ducendi regendi et gubernandi quascunque naves a quibuscunque portibus tam infra hoc inclitum regnum Anglie quam ad partes ultramarinas dimittimus absolvimus et exoneramus Vobisque auctoritate nobis in hac parte commissa et qua fungimur tenore hujus sentencie diffinitive prohibemus et districtius interdiciamus sub pena centum librarum sterlingorum de

58.

Re Rumney
and Wood.
Transl. inf.
p. 214.

¹ Sic; 'non' has fallen out.

58.
Re Rumney
and Wood.
Transl. inf.
p. 216.

bonis et catallis vestris et utriusque vestrum ad usum dicti domini nostri Regis levandarum ne deinceps onus sive officium magistri sive exercitoris gubernatoris aut ductoris navis sive navium in vos acceptare presumatis seu vestrum alter presumat sed ab eadem ut indigni abstineatis Vosque ob malefacta et facinora vestra predicta incarcerandos fore ac realiter incarcerari atque per incarcerationem corporum vestrorum per annum integrum a die dati presentium detineri castigari et puniri juxta leges marittimas et laudabiles consuetudines atque statuta Curie principalis Admirallitatis Anglie in hac parte edita provisa et ordinata fore debere etiam pronunciamus decernimus et declaramus per hanc nostram sententiam diffinitivam quam de consensu et voluntate dictorum collegarum nostrorum ferimus et promulgamus in his scriptis Moderacionem et modificacionem hujusmodi nostre sentencie et contentorum in eadem prefato domino magno Admirallo Anglie pro sua clementia vobis juxta deploracionem commissorum vestrorum impartienda reservando et reservamus.

Under the date 1st Aug. 1541 is the following entry in the Act Book :

Willielmo Pyckeryng militi marescallo seu ejus deputato sive custodi Gaole Marescalcie cuicunque

Lune primo die mensis Augusti anno domini 1541 Regnique supremi domini nostri Regis Henrici Octavi Anno xxxij^o per curiam principalem ipsius domini nostri Regis sue Admirallitatis Anglie

Recipiatis et sub salva custodia custodiatis Jacobum Rumney de civitate Londoniensi et Johannem Wood nuper de Ratclyff in comitatu Middlesexie marinarios donec a curia predicta aliud inde habueritis in mandatis Ita tamen quod ipsos compedibus ferreis non oneretis sed recepto feodo vestro solito pro hujusmodi ferreis ipsos apud vos permanere faciatis salvos et securos

ANTHONY HUSE

ROGERUS HUNTTE, Registrarius.

Rumney and Wood petitioned the judge to be released from prison ; Libels, File 8, No. 8. In the Act Book is an order to

the keeper of the Marshalsea prison to produce Rumney and Wood before the judge on the 12th September, 1541; under which date is the following entry:

53.
Re Rumney
and Wood.
Transl. inf.
p. 216.

Quo die lune xij^{mo} viz die dicti mensis Septembris apud Lymehouse predictam coram magistro Huse presidente curie principalis Admirallitatis Anglie tunc ibidem in quadam domo Johannis Edgose vocata magistri Edgoses storehouse judicialiter sedente comparuerunt personaliter Jacobus Rumney et Johannes Wood naute per Willielmum Tyrrell famulum dicti Willielmi Pyckeryng militis marescalli a Marescalcia illuc producti et juxta tenorem cujusdam litere penes Registrarium remanentis produxerunt Willielmum Wood de Retclyff marinarium et Ricardum Costrell de eadem marinarium in fidejussores de non exercendo etc. officium navis magistri nec piloti infra tempus per sententiam contra eos latam limitatum nisi per dominum Admirallum interim alias cum eisdem dispensatum fuerit Quorum uterque fidejussit et obligavit se etc. in xx^{li} sterling etc. Et utriusque pars similiter obligavit se etc. in dicta summa ad effectum predictum et quilibet eorum fidejussit ac sic se et omnia bona sua quecunque ubicunque etc. obligavit pro toto et in solidum etc. presentibus tunc ibidem magistro David Clapham in legibus baccalaureo Thoma Bowghe generoso Hubert Huse Johanne Gregorye et Georgio Bane literatis testibus etc.

SYMONDS c. DANYELL (*translation infra*, p. 216).

1541. File 8, No. 19. Sentence for conversion or non-delivery. The libel is File 7, *ad med.* From Act Book No. 129 it appears that Drs. Fanshaw and Farley were appointed commissioners to hear an appeal.

54.
Symonds
c.
Danyell.
Transl. inf.
p. 216.

. . . Idcirco Nos Anthonius Husye . . . (*in common form*) . . . antedictum Willielmum Danyell sexcentos pisces vocatos coddas and oon halfe hundreth lyngs ac etiam quandam cistam ac quoddam le clooke of frisadoo welted with velvett ij payr of bryches of white woollen clothe a scarlet cape a jacket of tawny chamblet a payre of saylyng compase a runnyng glasse a predicta nave vocata the Letyll

54.
Symonds
c.
Danyell.
Transl. inq.
p. 217.

Petyr of Cleye super alto mari extra regnum Anglie vel saltem infra jurisdictionem dicti domini nostri Regis sue Admirallitatis hujusmodi existente se¹ recepisse ac eadem in portu de Hull vel Lynn traditurum promisisse ad usum dicti Radulphi dictumque Willielmum Danyell pisces et alias res predictas juxta suum promissum ad usum dicti Radulphi non tradidisse sed temere et plus justo distulisse pronunciamus decernimus et declaramus Necnon eundem Willielmum Danyell ad tradendum restituendum et deliberandum prefato Radulpho Symons pisces ac res et bona predicta sic ut prefertur ablata recepta et abducta si extant alioquin eorum verum valorem quem ad summam xvij librarum sterling estimamus una cum dampnis et interesse ipsius Radulfi in ea parte quod etiam ad summam quadraginta solidorum sterling similiter estimamus legitime cogendum et compellendum fore debere ac cum effectu sic cogi et compelli etiam pronunciamus decernimus et declaramus per hanc nostram sententiam diffinitivam sive hoc nostrum finale decretum quam sive quod ferimus et promulgamus in his scriptis

AUSTEN c. CASTELYN.

THE 'GEORGE DUFFIELD.'

55.
Austen
c.
Castelyn.
The 'George
Duffield.'

1541. File 8, Nos. 75, 76; File 6 (loose bundle). This was an important case, and documents relating to it are to be found in File 5 (larger bundle), Nos. 1, 70; File 6 (loose bundle, consisting entirely of documents in this case); File 7, *ad medium*, and File 8, Nos. 17, 72, 73, 74, 75, 76. The proceedings lasted for two or three years, *circa* 1538-1541. Money was taken up at Cadiz by the master for the use of the ship upon bills payable upon the arrival of the ship; the ship did not accomplish her voyage to England, and put into St. Michael's in distress, and was there lost. The lenders alleged that she was unseaworthy when she sailed, and that the master purposely cast her away at St. Michael's; and that consequently the money was payable although the ship did not accomplish her voyage. File 5 (larger bundle), No. 70, is a petition by the Spanish lenders to the

¹ Sic.

Admiral for redress. File 8, No. 17, is a sentence in Webb c. Castelyn, a similar suit by Webb, one of the lenders, in favour of Castelyn, the owner of the 'George Duffield.'

55.
Austen
c.
Castelyn.
The 'George
Duffield.'

Materia ex parte Austen

1. Imprimis . . . tam de jure maritimo et civili quam de antiqua et laudabili consuetudine . . . in judicio sepius obtenta . . . (*in common form*) . . . The principall and chief capitayn mayster exercitor and burser of every shippe and factor to every owner hath full power and auctoritie to bynd and obligate as well the shipp with her frayghte apparell ordinaunce and artyllerye as also the owner and proprietary of the same and also his goods wher soever they be found tam presentia quam futura for and uppon all such sumys of money or eny other thing to be repayed whiche the same capitayne mayster exercitor bursar or factor doth receyve and take up by way of exchaunge or otherwise for maynteynyng repparing mendyng vytylyng or for eny other thinge necessary and neadefull for the said shipp and to hir use Et ponit etc.

2 and 8. (These articles state that James Castelyn had a special mandate from William Castelyn to take up money for the ship; therefore William is liable and also his goods. The pleading proceeds:)

4. Item quod tam de jure maritimo . . . (*in common form as above*) . . . pecuniarum summe seu res alie sub modo formis et condicionibus in primo articulo hujus materie superius expressis mutuo date recepte et deliberate mutuantibus sive creditoribus debentur atque ab ipsis mutuantibus sive creditoribus repiti et exigi possunt etiam si et quatenus navis in hujusmodi modo forma et condicionibus expressis ad locum destinatum salva non pervenerit neque appulsum fecerit presertim in subsequenti seu consimili casu That ys when a shippe being frayhted in the porte of Cadiz porte Saynte Mary or eny porte in the of Spayne) el liswhere in the parties beyonde the see unto any porte or portes of England And by chaunce of wether or otherwyse in hir viage ys broughte owte of hir righte course or lettyd so that shee may nott con-

55.

Austen
c.
Castelyn.
The 'George
Duffield.'

veniently accomplysshe and serve hir hole viage to the place appoynted but ys dryven or compelled of necessitie to Luxbone the Isle of Sainte Michael or eny other yle or yles of Surrye the Isles of Bayon the Groyne or any porte beyng in course or owte of course from or other parties beyonde the see into Englund or frome England thither And there in the same porte or portes the said shippe so frayghted ys by the consente and agreamente of the capytayne mayster maryners capemerchaunte and merchaunts or the more parte of them discharged of her lading And there the half freight being payd or agreyd for with the said capytayne maister maryners and capemerchaunte or the more parte of them Then the same discharge ys counted accepted and taken amongst merchaunts and other persones above naymed for a ryght and a full discharge even as the said shyppe so dyschargyd hadd safely aryved in the porte or place appoynted assigned and destinated And the somes of money or other thing delyvered and receyved by exchange or otherwyse for and to the use and necessitie of the same shippe arr due and oughte to be payde to the creditor Et ponit etc.

The pleading proceeds to state (paragraph 5) that the 'George Duffield' at Cadiz was in want of repairs, anchors, cables, a pilot, victuals, and other necessities; (par. 6) that the money advanced was spent by James Castelyn upon the ship; (par. 7) that the ship was repaired, but not effectually, and remained leaky to the knowledge of James Castelyn; (par. 8) that the English seamen hired to serve would not go in her, alleging that she was not seaworthy; (par. 9) that Castelyn's factor knew she was leaky; (par. 10) which was because of James Castelyn's negligence in not superintending the shipwrights' work; (par. 11) that the ship could not keep company with the other English and Portuguese ship, or 'try the seas'; (par. 12) that the master, James Castelyn, the pilot, the merchants and mariners decided to run for the Canaries; (par. 18) that all this was in consequence of the unseaworthiness of the ship; (par. 14) and of her being overmasted; (par. 15) that at 'Pouncta Dalgado' the ship was surveyed, having been unloaded; (par. 16) that the insufficiency of the repairs done to her was then disclosed; (par. 17) that the shipwrights there offered to

repair her afresh if James Castelyn would bind himself to pay; (par. 18) that a survey was held upon her by people from English ships there, and that timber was provided. The pleading then proceeds as follows:

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Austen
c.
Castelyn.
The 'George
Duffield.'

19. Item that the said capytayne then perceivinge that he shuld have beyn at greate costes and charges in repairing and mending the forsaide shippe and also that he hadd receyved and taken upp moche moneye upon her by exchange and by crafte and subletie entending that yt shuld not be repayed agayn wold in noo wyse have the said shippe repayredd but by thadvice and sinistre counsell of other his adherents secretly determyned and decreed in him self that the same shippe shuld be there lefte with xxxvj tunne or therabowte of waars and merchandises in hir to thentent and purpose that there she shuld be drowned and utterly peryshed with the said waars and merchaundises And that by raison therof yt shuld nott be taken nor reputed for her righte discharge soo by that meanes the foresaid merchaunts shuld utterly lose the said money which they hadd lente by exchange upon the same shipp the said merchaunts and their factors then nott knowing thereof Et ponit etc.

The pleading then states in effect (par. 20) that Castelyn did not come to this determination until twenty days after her arrival; (par. 21) that it was subsequently agreed between the master and the merchants that the cargo should be discharged at Ponta Delgada (in the island of St. Michael's), and that the master and mariners should be paid 'the half freight of the said voyage according to the use and custom of the sea in that behalf;' (par. 22) that the cargo was discharged, all but thirty-six tons, and that the master and mariners were paid half freight, £200, they refusing to unload until so paid; (par. 23) that this was accepted as a right discharge; (par. 24) that one Hause, a Fleming, who had lent 200 ducats upon the ship, recovered that sum before a judge of the country against Castelyn and against the ship; (par. 25) that one Philip Barnes, factor of George Barnes at St. Michael's, who had lent 800 ducats on the ship, by threat of legal proceedings compelled Castelyn to give him a 'plain bill of debt of cambye' for the same; (par. 26) that Castelyn deserted the ship, with the intent that she should be

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Austen
c.
Casteln.
The 'George
Duffield.'

lost with the thirty-six tons of cargo on board her ; (par. 27) that the pilot and others then left her ; (par. 28) that no cargo except the thirty-six tons left on board and some that had been broken in getting at the leaks was lost ; (par. 29) that merchants appointing factors in those parts 'doo commonly make and geve them certain power or powers and auctoritie in writing by publique instruments or otherwise to be his factor or factors ;' (par. 30) that revocation of such appointments must be by public instrument ; (par. 31) that all the above is true, &c., in common form.

VAWSE c. BYGOT.

56.
Vawse
c.
Bygot.

1540. File 8, No. 48. Allegation of Bygot as to freight not being payable for goods damaged in transit. The libel is File 8, No. 48 ; additional positions, *ib.* No. 69, claiming that by custom freight is payable by the person who receives the goods, whether he be the consignee or owner or not.

6. Item ¹ quod si et quatenus fuerit aut sit quedam generalis et laudabilis consuetudo in locis et per tempus in prefatis pretensis positionibus additionalibus specificatis usitata aut observata quod omnes et singuli mercatores seu alii recipientes aliqua bona sub modo et forma in eisdem pretensis positionibus additionalibus declaratis tenentur solvere naulum naute hujusmodi bona vehenti consignacione quacunque aut bonorum proprietate in aliquo non obstante Dicta tamen consuetudo si que sit non fuit neque est aliquid observata absque hoc moderamine viz¹ That the proprietary maister or mariner of the shippe or vessel or any other person to whome the freighte of any wares or merchandises is due ought and is bounden by lyke custom to redeliver the same goods in portu destinato to the person

¹ Translation : Also that if and so far as there has been or is a general and praiseworthy custom used or observed at the places and throughout the time specified in the aforesaid pretended additional positions that all and singular merchants or others receiving any goods in manner and form declared in the same pretended additional positions are bound

to pay freight to such seaman carrying such goods notwithstanding [the terms of] the consignment or that the property in the goods is in some one [else] ; yet the said custom, if any such there be, has not been and is not observed without this qualification—That the proprietary, &c.

that the said goods were consigned unto in as good condition as thei were received and taken into the shippe or vessel before and ere the fraighte be to them paid Et ponit ut supra

56.
Vawse
c.
Bygot.

DE PRATE c. BAUDE DE SAUTE.

1542. File 9, No. 74. Allegation of inability of plaintiff to get redress abroad owing to partiality of foreign court. The suit is to enforce a bill or bond.

57.
De Prate
c.
Bande de
Saute.

4. Item that the said Baude de Saute is a gentleman and one of the garde and souldears of the citie of Burdeoux and there dwellith and within the saide citie so greatlye acqueynted and frended that the saide Arnold and Roger de Prate hathe no hope nor trust to have any recovyr of the said some of money in those parties for somoch as they be not frended nor acqueynted in the same citie of Burdeoux

LEGENT c. BRADELEY.

1542. File 9, No. 51-52. Summary petition : assault.

Edwardus Legent marinarius contra Brianum Bradeley parochie Omnium Sanctorum Berking dominum unius medietatis navis vocate the Sondag of London

58.
Legent
c.
Bradley.
Transl. inf.
p. 217.

Quo die dictus Edwardus Legent per viam summarii articuli sive summarie petitionis allegavit quod prefatus Brianus Bradeley mense Novembris vel Decembris anno domini nostri Regis nunc xxxiiij^o dictum Edwardum tunc in dicta navi vocata the Sondag of London super alto mare apud Gore yend in partibus maritimis comitatus Kantie infra jurisdictionem dicti domini nostri Regis sue Admiralitatis Anglie sub velis existente residentem cum quadam lancea vocata a morrisshe pike in superiori parte brachii sui sinistri percussit eumque ad sanguinis effusionem graviter vulneravit ac eundem Edwardum alias et aliter multipliciter injuriavit Unde interest ipsius Edwardi in hac parte et dampnum habet in effectu ut sequitur in Anglica For his passage bote from the said ship unto an

58.
Legent
c.
Bradley.

hoy or craer wherein the said Edward came to the porte of London viij^d Item for his passage in the same hoy xij^d Item for the healing of his arme in surgery xx^s Item for one moneth borde wagys after ij^s iiij^d the weke xvij^s iiij^d [?] Item for the losts and dammages of the same Edward in his gaines and occupieng which he might have gotten in the same moneth to Flanders and thens to London xiiij^s iiij^d Item for the losses and charges in that the said Edward was compelled to put in suertie upon the wrongfull arest which the said Bryan caused to be taken against hym at Sainte Catherines v^s

Item the said Bryan oweth the said Edward xx stivers in the Flemyshe monye and vj^d sterling which he being required to pay denyeth the same Quodque premissa omnia et singula fuerunt et sunt vera publica notoria manifesta et famosa Unde sufficienter doct. de premissis petit dictus Edwardus justitiam sibi in hac parte ministrari premissa omnia et singula ac singulas summas predictas proponens conjunctim et divisim ac de qualibet summa summarum predictarum usque ad summam xij^d

THE 'MARY.'

59.
The 'Mary.'
bill of lading.

1541. File 9, No. 27. Bill of lading. The charter party, by which the ship is bound in a penalty of 100 marks for performance of the voyage, is annexed to the bill of lading.

This byll Indented made the xxviiijth day of November in the yere of our lorde God a thousand fyve hundryd fortye and one betwen Edmond Anncell servaunt and factor of Henry Harson citizen and skynner of London of the on partye and Noell Christian master and owner for this present viage under God of the goode shipe named the Marye of Penmerke Witnessyth that the saide Edmonde Anncell hath laden by the grace of God in the saide shipe to be consigned in London to his said master Henry Hardson or his assignes xlvj hogs heds of whales grece and on hogs hede of Cyvill oyle marked all with the mark in the margent and the by mark on the hogs hede of Cyvill oyle

And so many thowsand oranges as makyth by account and custom of Galizia all with the forsaid xlvij¹ hogs heds whales grece and oyle xlvj ton mascull To paye for every ton in London accordynge to the charter party ther made between Henry Hardson above namyd and the said master Noell Christian with the averege in the said charter partie specifide And the saide Noell Christian confessith and grauntithe to have receved the saide oyle and merchandize above wrytten to be delyvered in London accordynge to the saide charter partye ther made Also agreide between the saide Edmond and the saide master that yf by chaunce in London or by the way in other place or porte the saide oranges be solde or mynystre out of the saide shipe that the foresaide xlvij hogs heds be bounde to paye the saide somme xlvj ton accordynge to charter partye made in London In witnes whereof the forsaide Edmond and the saide master hathe fyrmyd every of them thes Indenture the one this and the other the tother the daye and yeare fyrst above written

per me Edmond Ansell

59.
The 'Mary';
bill of lading.

DE NERONIA c. BURYE (*translation infra*, p. 218).

1540. File 9, No. 17. Sentence for non-delivery.

. . . Idcirco Nos Anthonius Huse . . . (*in common form*)
. . . prefatum Willielmum Burye quater centum quarteria frumenti viz^t four hundreth quarters of wheate quorum quodlibet anno et mensibus libellatis in regno Anglie vj^s viij^d communi hominum estimacione necnon et in Luxbona in Portugalia eisdem anno et mensibus eciam communi hominum estimacione sexdecem solidos sterling respective valebat et ejusdem valoris tunc temporis existebat de bonis prefati Anthonii de Neronia in navem suam predictam in portu de Boston infra fluxum maris et jurisdictionem prefati domini nostri Regis sue Admirallitatis Anglie tunc existentem recepisse et habuisse eaque ab

60.
De Neronia
c.
Burye.
Transl. inf.
p. 218.

¹ Sic.

60.
De Neronia
c.
Burye.
Transl. inf.
p. 219.

eodem portu de Boston usque ad portum de Luxbona in eadem nave salvo vehenda et transportanda in se suscepisse Ac cum eodem Antonio pro vexione et portatura ejusdem pepigisse et convenisse dictaque quater centum quarteria frumenti juxta legem convencionis et pacti inter eosdem Antonium et Willielmum initi et facti ad prefatum portum de Luxbona facto et culpa ipsius Willielmi Burye minime vexisse aut vehi seu portari fecisse neque eidem Antonio in portu de Luxbona predicto deliberasse aut tradidisse seu tradi aut deliberari causasse sed tantisper eadem quater centum quarteria frumenti penes se in navi sua predicta detinuisse quoad facta esset in eorum valore multum deteriora¹ legem convencionis et pacti hujusmodi violando eaque occasione eundem Anthonium de Neronia damnificatum et lesum in summa quinquaginta librarum sterling quam pro dampno et interesse suis in hac parte passis estimamus fuisse et esse pronunciamus decernimus et declaramus Neenon eundem Willielmum Burye eidem Anthonio de Neronia nonaginta ducatos aureos quorum quilibet quinque solidos sterling mensibus et annis libellatis valuit et in presenti valet viz viginti duas libras et decem solidos sterling ab eodem Anthonio sub certis modo et forma per eum confessatis habuisse et recepisse eidem Anthonio debuisse et adhuc debere atque eosdem nonaginta ducatos eidem Antonio hactenus non solvisse et reddidisse sed eosdem penes se detinuisse et detinere in presenti Ipsumque Willielmum ad solucionem et restitutionem dictorum nonaginta ducatorum una cum dictis quinquaginta libris per nos uti prefertur nomine dampni dicti Anthonii estimatis de jure teneri eundemque Willielmum Burye in summa lxxij¹¹. x^s. eidem Anthonio realiter et cum effectu una cum expensis per prefatum Antonium in hac lite et ea occasione factis et fiendis condemnandum fore debere pronunciamus decernimus et declaramus Sepredictumque¹ Willielmum Burye summis predictis et expensis hujusmodi condemnamus . . . (*in common form*)

¹ Sic.

COKE c. FLIETT (*translation infra*, p. 219).

1542. File 11, No. 18. Allegation of custom to pay dead freight.

61.
Coke
c.
Fliett.
Transl. inf.
p. 219.

de lege marittima moreque et consuetudine laudabili inter mercatores aliosque in hac parte contrahentes a x, xx, xxx, xl, l, et lx annis ultraque et citra necnon a tempore et per tempus cujus initii sive contrarii memoria hominum non existit usitata observata et approbata ac in contradictorio judicio sepius obtenta observataque Quotienscunque aliquis pro certis rebus bonis seu mercandis in aliquam navem invehendis pro certa mercede conventa transportandis cum aliquo contraxerit pepigerit et convenerit si postea per eum ejusve facto et culpa qui sic invehere et navem onustare seu affrectare deberet stetit quominus juxta pacta et conventa hujusmodi sic invecata et importata fuerint et navis cum eisdem onustata contrahens hujusmodi secundum pacta et conventa predicta ejus bona res seu mercandisas non importans seu navem onustare recusans eandem mercedem ac illud idem stipendium et pecuniarum summas quas solvisset et solvere debuisset si de facto juxta hujusmodi conventa transportata fuissent tanquam pro vectura sive naulo mortuo vocato Dead Freight eidem cum quo pro rebus bonis et mercandis hujusmodi sic vehendis contraxit solvere subire et satisfacere tenetur et consuevit Et ponit etc.

HERDESON c. SCREVEN (*translation infra*, p. 220).

1542. File 11, No. 82. Form of sentence absolutory. The libel, File 9, No. 11, is for detinue of ship and goods.

62.
Herdson
c.
Screven.
Transl. inf.
p. 220.

. . . Idcirco Nos Anthonius Huse . . . (*in common form*) prefatum Brianum Screven ab instancia et impetitione dicti Henrici Herdson quo ad deducta et petita in dicto pretenso libello dimittendum et absolvendum fore debere pronunciamus decernimus et declaramus prout eundem Brianum sic dimittimus et absolvimus Ipsum Henricum Herdson in expensis legitimis per partem dicti Briani in

62.
Herdson
c.
Soreven.
Transl. in/.
p. 220.

hac parte factis et faciendis condemnamus per hanc nostram sententiam diffinitivam sive hoc nostrum finale decretum quam sive quod ferimus et promulgamus in his scriptis Taxationem vero et moderationem expensarum hujusmodi nobis aut alii Judici in hac parte competenti cuicunque reservantes et reservamus

WALTHAM c. AMORE.

63.
Waltham
c.
Amore.

1542. File 11, No. 89. Petition for redress: conversion of a wherry. File 11, No. 21, is a libel in a suit of Amore c. Aleyn, whereby, after reciting that Waltham had recovered the wherry with costs and damages from Amore, damages are claimed against Aleyn for having sold the wherry to the complainant without having a title to it.

To the worshipfull Maister Anthony Huse esquier President of the Kings principall courte of his Admiraltie of Englande

Tenderly complayning sheweth unto youre mastership your poor and dailie oratrixe Philippa Waltham wyfe and executrix of Thomas Waltham late of Lambehith in the countie of Surrey decessed that where the same Thomas being in his lyfetye juste owner and possessor of a certayne waterboote otherwise callid a wherry and the same untill his deathe did quietlie occupie and enjoye whiche afterwarde youre saide poore suppliaunte sembleably possessing occupieing and enjoyng as parcell of her saide husbands goodes from the deathe of the same untill nowe aboute the monethe of Auguste September or October or ellis one or some of the same monethes one John Peers alias Peers A more of the parishe of Sainte Olyff in the Burge of Sowthwerke wherryman knowing the premises having no right or interest to or in the same of his sinistre pretence and unlawful invasion upon the Ryver of Thames within the Kings jurisdiction of his Admiraltie of Englande hathe spoyled and taken from your saide poor oratrixe the saide boote or wherry And the same being worthe xxvi^s viij^d or thereabout with hym still dothe deteigne and keape from youre saide poore besecher Whiche albeit he hathe been

dyverse and many times requyred by the same to redelyver and restore or ellis to make restitution to the value thereof he hath utterly denied so to do And yet dothe to the no small loss and damage of the same your poor Complainaunte Wherefore thees things be beniglye¹ adverted and considered She humblye beseketh youre saide maistershipp of justice and also restitution of the saide boote with her coosts and damage herein sustayned And so doing she shall dayly pray unto Almightye God for the preservacion and healthe of your said maistershipp longe tendure with thencrease of worshipp.

68.
Waltham
c.
Amore.

WARNER c. WHEELER (*translation infra*, p. 220).

1542. Act Book, No. 129, 21st Nov. 1542. Allegation of the jurisdiction of the Admiral in respect of goods and ships arrested in the Thames. As to the prohibition in this case see above, p. lxxvii.

64.
Warner
c.
Wheeler
Transl. inf.
p. 220.

. . . ac virtute literarum patentium supremi domini nostri Regis Henrici Octavi moderni ac predecessorum suorum Regum Anglie domino magno Admirallo ejusdem pro tempore existenti factarum et concessarum competit jurisdictio eidem domino magno Admirallo Anglie arrestandi bona et res quarumcunque personarum pro debitis ex quibuscunque contractibus qualitercunque emergentibus seu petitis dummodo bona merces et res hujusmodi in aliquibus navibus seu naviculis super publico flumine rivi Thamesis vel alibi ubique locorum infra fluxum et refluxum maris citra pontem London' versus mare fuerunt reperta et existentia Quodque ratione arresti hujusmodi tam res arrestate quam persone ad quas res hujusmodi pertinent fuerunt et sunt jurisdictioni curie dicti domini nostri regis sue Admirallitatis Anglie subdite et subjecte

GRESHAM c. JENYE (*translation infra*, p. 221).

1542. File 11, No. 6. First decree against a ship for a debt assigned to the plaintiff. Instrument assigning the debt.

65.
Gresham
c.
Jenye.
Transl. inf.
p. 221.

Coram vobis . . . (*in common form*) . . . Pars strenui viri domini Richardi Gresham militis contra et adversus

¹ Sic.

65.
Gresham
c.
Jenye.
Transl. inf.
p. 221.

quandam navem vocatam the Pynnes ejusque apparatus et naulum nuper ad dominum Christoferum Jenye militem defunctum spectantem ac pertinentem ac nuper infra jurisdictionem vestram marittimam arrestatam et dudum sub arresto hujusmodi existentem et inpresenciarum in custodia Richardi Dryver pro interesse suo in hac parte intervenientis median' idonea cautione per vos recepta et admissa remanentem ac etiam contra naulum sive affectamentum ejusdem navis nuper auctoritate vestra penes oneratores ejusdem navis remanens ac contra quemcunque alium coram vobis pro eisdem apparatu et naulo in judicio legitime intervenientes dicit allegat et in his scriptis in jure proponit Quod idem Christopherus Jenye ex quibusdam contractibus civilibus et marittimis inter eundem Christoferum Jenye et prefatum dominum Richardum Gresham initis et factis summam quinquaginta octo librarum sex solidorum et octo denariorum sterling prefato domino Richardo Gresham ex cessione sive assignacione debiti et pecuniarum summarum predictarum eidem Richardo Gresham per Willielmum Gresham civem et mercerum London facta et translata de quibus quidem cessione sive assignacione debiti quinquaginta librarum sex solidorum et octo denariorum predictorum apud acta vestra existentibus dilucide constat debuit et debet pro quibus octoginta octo libris sex solidis et octo denariis sterling bene et fideliter solvendis in termino jamdiu effluxo dictus dominus Christoferus Jenye se et bona sua quecunque ubicunque per mare et terram fuerint inventa prefato Willielmo principali primo et dicto Richardo ex cessione sive assignacione hujusmodi obligavit prout in litteris manu propria ipsius domini Christoferi subscriptis ac sigillo suo sigillatis desuper confectis plenius liquet et apparet ad quas se refert pars ista proponens prout sibi expedit et non aliter Unde dictus dominus Richardus Gresham cessionarius sive assignatus hujusmodi spem aliam recuperandi debitum suum predictum nisi per arrestacionem navis apparatus et nauli predicti non habens easdem navem apparatus et naulum infra jurisdictionem vestram marittimam tunc

existentia et remanentia nuper arrestari fecit et procuravit Necnon quoscunque jus titulum aut interesse in dictis navi apparatu et naulo se habere pretendentes juxta morem stilum et consuetudinem Curie vestre predictae hactenus usitate ad comparandum coram vobis domine Judex antedictae ad certos diem et locum competentes predicto domino Richardo Gresham cessionario sive assignato prefato in causa civili et marittima si sua putaverint [?] interesse de justitia responsuros legitime et peremptorie citari fecit et procuravit Prefati tamen omnes et singuli sic citati Richardo Dryver tantum [?] excepto . . . (*have made default &c.; prayer for possession in common form*)

65.
Gresham
c.
Jenya.
Transl. inf.
p. 222.

The following is the assignment of the debt (File 11, No. 27):

Universis Christifidelibus ad quos presentes litere pervenerint Willielmus Gressham civis et mercerus civitatis Londoniensis notum facio Quod quum strenuus vir dominus Christopherus Gennye defunctus nuper dum vixit de Magna Cressingham in comitatu Norfolchie miles summam quinquaginta octo librarum sex solidorum et octo denariorum sterling mihi debuerit summaque hujusmodi adhuc mihi debetur prout ex certis litteris obligatoriis desuper sub nomine Christopheri Gennye de Magna Cressingham in comitatu Norfolchie gentilman per eum mihi confectis liquide constat et apparet Sciatis igitur me prefatum Willielmum Gressham dedisse et concessisse prout per presentes ex certa scientia et mero motu meis do et concedo domino Richardo Gressham militi Aldemanno dicte civitatis Londoniensis fratri meo totum jus titulum interesse et clamam mea [*sic*] que in hujusmodi lvij^l vj^s viij^d vel ad eas habeo aut habeam seu quovismodo in futurum habere potero Itaque bene liceat eidem Richardo Gressham militi fratri meo antedicto heredibus et assignatis suis executores bonorumve administratores prefati Christoferi Gennye militis defuncti pro recuperacione dict' lvij^l vj^s viij^d coram quibuscunque iudicibus ad omnem juris effectum exinde sequi valentem convenire ac contra eosdem executores sive

65.
Gresham
c.
Jenye.
Transl. inf.
p. 223.

bonorum administratores antedictos pro hujusmodi lvij^l vj^s viij^d implacitare donec et quousque dictas lvij^l vj^s viij^d ab hujusmodi executoribus bonorumve administratoribus antedictis plene et integre recuperaverit et obtinuerit Easque sic recuperatas et obtentas in rem et usum suum proprium convertere et cum eisdem pro libito suo disponere absque aliqua contradictione aut repeticione per me heredes seu executores meos imposterum fienda facioque ulterius ordino et constituo antefatum Richardum Gressham militem in rem suam ad omnem juris effectum procuratorem per presentes sigillo meo sigillatas manuque mea propria subscriptas Datum decimo die mensis Novembris anno regni Illustrissimi in Christo principis et domini nostri domini Henrici octavi dei gratia Anglie Francie et Hibernie Regis Fidei defensoris et in terra Ecclesie Anglicane et Hibernice capitis supremi tricessimo quarto

Per me Willielmum Gresham

HARWOOD c. EMERSON (*translation infra, p. 224.*)

66.
Harwood
c.
Emerson.
Transl. inf.
p. 224.

1540. File 11, No. 16. Libel : Spoil in the King's Chamber.

In dei nomine Amen Coram vobis nobili viro magistro Johanne Russell preclari ordinis garterii milite domino Russell Custode sive Senescallo Stannarie Magno Admirallo Anglie Wallie Hibernie ville et marchiarum Caleti Normanie Gasconie et Aquitanie per excellentissimum et invictissimum in Christo principem et dominum nostrum dominum Henricum Octavum dei gracia Anglie Francie et Hibernie Regem fidei defensorem et in terra Ecclesie Anglicane et Hibernie supremum caput sufficienter et legitime deputato Vestrove in Curia principali ipsius domini nostri Regis sue Admirallitatis Anglie officiali principali sive Commissario generali vel alio ejusdem Curie Presidente aut Judice competente quocunque Pars honesti viri Richardi Harwood ville Caleti militis stipendiarii contra et adversus Georgium Emerson alias vulgariter nuncupatum le Capytayn George de Ermew in comitatu Zeland ac contra quemcunque alium coram vobis in judicio legitime intervenientem pro

eodem per viam summarii articuli sive summarie petitionis omnibus melioribus via modo et juris forma quibus melius aut efficacius de jure potuit aut potest necnon ad omnem juris effectum qui exinde sequi valeat dicit allegat et in his scriptis in jure proponit articulatim prout sequitur :

1. Imprimis viz^t quod dictus Richardus Harwood mensibus Aprilis Maii Junii Julii Augusti Septembris Octobris Novembris Decembris Januarii Februarii et Marcii annis domini millesimo quingentesimo trigesimo quarto trigesimo quinto trigesimo sexto trigesimo septimo et trigesimo octavo ipsorumve mensium et annorum quolibet uno sive aliquo fuit dominus proprietarius ac sub deo magister navis tunc the John Baptyste of London vulgariter nuncupate ac apparatus ornamentorumque ejusdem Proque domino proprietario et magistro eorundem navis apparatus et ornamentorum annis et mensibus predictis ipsorumve uno sive aliquo fuit communiter dictus tentus habitus nominatus et reputatus palam publice et notorie Ac ponit conjunctim divisim et de quolibet.

2. Item quod annis et mensibus predictis ipsorumve mensium et annorum quolibet uno sive aliquo bona pace et amicitia inter prelibellati Illustrissimi Domini nostri Regis et Serenissimi Principis Caroli ejus nominis quinti Almanie Imperatoris Majestates existente memoratus Georgius Emerson alias le Capytayne George cum suis complicibus in numero copioso vi et armis contra domini nostri Regis pacem ad prelibellatam navem cum nonnullis bonis rebus et merchandizis oneratam et in quodam loco the Camer vulgariter nuncupato super alto mare ex opposito seu prope villam de Rye in comitatu Sussexie infra jurisdictionem maritimam domini nostri Regis sue Admirallitatis Anglie ad anchoram residentem in quadam cimba vulgariter nuncupata a cocke bote existens contra voluntatem prefati Richardi Harwood et nautarum suorum in dicta navi tunc existentium aggressus est ac eandem violenter intravit bonaque merces et res in dicta navi tunc existentia dicteque navis apparatus et ornamenta in schedula presentibus

66.

Harwood
c.
Emerson.
Transl. inf.
p. 225.

66.
Harwood
c.
Emerson.
Transd. inf.
p. 226.

annexa plenius specificanda ad dictum Richardum Harwood jure dominii seu quasi spectantia et pertinentia sua temeritate per vim eciam et absque aliqua causa rationabili seu legitima spoliavit cepit subtraxit abstulit abduxit vel spoliacionem et subtraccionem ab aliis fieri mandavit et ratam habuit seu saltem nulla causa subsistente premissa omnia et singula possedit penes se habuit et detinuit ac sic in presenti spoliat subtrahit possidet habet et detinet Et ponit ut supra

8. Item quod verus valor bonorum mercium rerum apparatus et ornamentorum predictorum in schedula presentibus annexa specificatorum ad summam centum marcarum sterling. . . .

(The rest of the libel is in common form.)

PRECEPT TO SUMMON JURY.

67.
Precept to
summon
jury.

1548. File of Warrants, No. 2, *ad finem*. Precept to summon jurors to attend an Admiralty Court at South Benfleet, in Essex. There are several other precepts in the same form.

Nono die mensis Novembris anno domini 1548 regnique supremi domini nostri regis Henrici Octavi anno xxxv^{to}

Sowthe Benfleete } To the bailiff and cunstables there
in comitatu Essexie } gyvyng them warnyng under the
payne of v^{li} to be levied of either of ther goodes and cattals
to thuse of our soveraigne lorde the Kyngs Macescie that
one of them do monyssh vj iiij or ij at the leste honeste
men of that paryshe tappere before the lorde highe Admyrall
of England or his deputie at the Kyngs courte of thadmiralltie
to be holden at Milton in the sayd countie of Essex uppon
Mondaye the xixth daye of thys presente monethe of November
at ix of the clock in the forenoone of the same daye to in-
quyere uppon suche thyngs as then and there on the behalfe
of our soveraigne lorde the kyng shalbe objectyd and declaryd
unto every of them and that the sayd bailyff or cunstables
or one of them be then and there in thyr owne persones
with thys precepte and the names of them in ther behalf
monysshed under the sayed payne

Ricardus Reede Commissarius

BURYE c. DALE (*translation infra*, p. 226).

1544. File 12, No. 174. Libel: bursting of a butt of wine by negligently letting go an anchor in the Thames.

68.
Burye
c.
Dale.
Transl. inf.
p. 226.

In dei nomine Amen Coram vobis . . . (*common form*) . . . Pars honesti viri Andree Burye civitatis Londoniensis lethyrseller contra et adversus Thomam Dale nautam magistrum sub deo et proprietarium navis vocate the Magdaleyne of London ratione infrascriptorum vestre jurisdictioni notorie subditum ac subjectum ac contra quemcunque alium coram vobis pro eodem in iudicio legitime intervenientem dicit allegat et in hiis scriptis in iure proponit Quod prelibellatus Thomas Dale dominus proprietarius ac gubernator et magister sub deo dicte navis vocate the Magdaleyne notorie existens mensibus . . . (*common form*) . . . internavigando in eadem navi a Ratclif Reche versus locum nuncupatum Saynt Katherynes unum vas vini plenum vulgo nuncupatum one butt of sake valoris quinque librarum sterling (et ponit pars ista proponens de qualibet alia summa minori seu intermedia usque ad summam xx^s sterling) in quadam navicula dicti Andree Burye vocata the Andrewe una cum aliis vasibus vini et mercibus repositum tunc super publico flumine Rhivi Thamesis haud procul a loco nuncupato Wappynge infra fluxum et refluxum maris et jurisdictionem dicti domini nostri Regis sue Admirallitatis Anglie in fluxu maris versus civitatem Londoniensem et ipsa publica¹ ipsius Andree notante sub gubernacione famulorum ejusdem Andree existente anchora e latere dicte navis nuncupate the Magdaleyne pendente tanto impetu percuciebat quod predictum vas vini tunc et ibidem fregit vinumque in eodem vasa² existens totum et omne ratione percussionis hujusmodi deperditum est et amissum Licetque dictus Thomas Dale ad satisfaciendum et componendum cum dicto Andrea Burye pro vino sic uti prefertur amisso et deperdito sepius instanter et legitime ex parte ejusdem Andree requisitus et interpellatus fuerit Idem tamen

¹ Qy. nota fallen out.

² Sic.

68.
Burye
c.
Dale.
Transl. inf.
p. 227.

Thomas id facere renuit expresse et recusavit seu saltem plus justo distulit et differt in presenti in prefati Andree preter et ultra sortem principalem dampnum et interesse xl^s sterling . . . (*in common form*) . . . Unde facta fide de jure in hac parte requisita petit pars dicti Andree jus et justiciam sibi in premissis omnibus et singulis ac ea concernentibus quibuscunque sibi effectualiter fieri et ministrari premissa proponens, &c. (*in common form*)

HAWKE c. CHAUNDLER (*translation infra, p. 227*).

69.
Hawke
c.
Chaundler.
Transl. inf.
p. 227.

1544. File 12, No. 109. Sentence condemnatory; debt. The libel is ibid. No. 162.

. . . Idcirco nos Anthonius Hussey . . . (*in common form*) Johannem Chaundler prenominitis Thome Hawke et Jasparo Alen summam quinque librarum tresdecim solidorum et quatuor denariorum sterling ex quodam contractu civili et marittimo prout ex litteris sive cyrographis inde conceptis ac sigillo ipsius Johannis sigillatis ejusdemque manu subscriptis coram nobis in hac parte exhibitis et penes registrarium remanentibus plenius apparet debuisse et debere Illamque summam juxta tenorem litterarum hujusmodi termino quo solvi debuisset dictis Thome et Jasparo minime solvisse sed solve et satisfacere recusasse et recusare seu plus justo distulisse et differre Necnon eosdem Thomam et Jasparum eo pretextu damnum et interesse habuisse et habere sentiisseque et sentire ad summam sive valorem duorum solidorum Eundemque Johannem ad solutionem tradicionem et liberacionem dicte sortis principalis viz^t quinque librarum tresdecim solidorum et octo denariorum sterling una cum prefata summa ij^s pro damno et interesse predictis de jure teneri pronunciamus decernimus et declaramus . . . (*Condemnation of defendant in costs in common form*)

PURY c. BROWNE (*translation infra*, p. 227).

1544. File 12, No. 129. Business of contempt for interfering with service of Admiralty process in the city of Rochester; allegation in defence of exemption of the city from the Admiral's jurisdiction.

70.
Pury
c.
Browne.
Transl. inf.
p. 227.

In dei nomine Amen In quodam asserto contemptus negotio quod coram nobis . . . (*common form*) inter Aliciam Pury relictam et executricem assertam Thome Pury defuncti nuper civis et mercatoris Londoniensis partem hujusmodi pretensum contemptus negotium promoventem ex una et Edwardum Browne civitatis Roffensis partem contra quem dictus contemptus promovetur partibus ex altera

1. Imprimis . . . civitas Roffensis libertasque et precinctus ejusdem necnon maior et concives et inhabitantes civitatis predictæ ac omnes et singuli illuc transeuntes omni tempore quo infra civitatem libertatem et precinctum dicte civitatis Roffensis residere contigerint fuerunt prout in presenti sunt ab omni et omnimoda jurisdictione potestate notione et auctoritate domini Magni Admiralli Anglie pro tempore existentis ejusve locumtenentium commissariorum et officiariorum vel deputatorum quorumcunque penitus quieti liberi exempti et immunes Proque talibus &c

2. Item quod excellentissimus dominus Edwardus quondam rex Anglie et Francie per cartam suam desuper factam ejusque magno sigillo sigillatam inter alia gracie concessit pro se et heredibus suis tunc maiori et civibus civitatis predictæ et successoribus eorumdem Quod Admirallus suus vel heredum suorum Anglie aut ejus locumtenens commissarii officarii vel deputati civitatem libertatem et precinctum predictum per terram seu per aquam ex tunc ad aliquod quod ad officium suum seu eorum alicujus ibidem pertineret seu pertinere possit faciendum exercendum seu exsequendum non ingrederetur quovismodo et etiam quod liceret prefatis maiori et civibus civitatis predictæ pro tempore existentibus et eorum cuilibet domino magno Admirallo Anglie pro tempore existenti ejusve locumtenen' commissariis officiariis

70.
Pury
c.
Brown.
Transl. inf.
p. 228.

et eorum cuilibet infra civitatem libertatem et precinctum predictum per aquam sive per terram aliquod quod ad officium suum pertineret seu pertinere posset faciendum exsequi vel exercere volenti sive volentibus resistere et ipsum sive ipsos aliquod quod ad officium suum inibi facere seu quomodolibet exercere nullatenus permittere absque impetitione ipsius illustrissimi domini nostri Regis Edwardi vel heredum suorum vel aliorum quorumcunque

BILLS OF LADING.

71.
Bills of
lading.

1544. File 12, No. 63-64. The 'John Evangelyst.'

The 10 of April 1544 in Cadiz

Hath ladyn by y^e grace of God in y^e baye of Cadiz by me Thomas Castell yn and apon a good shipe namyd the John Evangelyst in whome ys master under God for this present vyage Richard Symonds 35 butts wyne wiche goyth for fyfety tons ladinge markyd with this marke as in the margent¹ to be delyveryd God sending the good shipe in savyte in the ryver of Temes or ells wher the sayd shipe shall make here right discharge unto my master Henry Richards or to his assigns he or any of them paying for the freight acording unto charter party with average acostomyd In witnes of trewith the master or purser have fyrmyd to 2 bylls of one tenor the one complyed and then the other to stond as voyd and of none effecte And this Jesu send here in savyte

per me John Norton

1544. File 12, No. 95. The 'Andrewe.'

Anno 1544 the xiiijth day of Aprell in Cadiz

Laden by the grace of God in good savyte in the bay of Cadiz by Thomas Tonnebull John Fletcher and William Alcutt in and uppon a good shippe namyd the Andrewe of London master William Morant 112 bags of allam whiche goyth for tonne [?] pype markyd with the marke in the margent to be delyveryd well condyshioned in the ryver of

¹ The mark is in the margin.

Themys as nyghe London as she may convenyentlye come to her right discharge to William Clyfton merchaunte or to his assignes payinge for the freyghte of every tonne 30 shillyngs sterling and average accustomed In witnes of the trewth the purser hathe fyrmed iij bylls of this tenor the one comployd the others to be voyde and of none effecte And God send the good shippe in savyte ¹

per me Thomas Turnbull

71.
Bills of
lading.

1544. File 18, No. 95-96.

Laude be to God 1544 the xiiijth daye of the monyth of Maye in Venyce

The bark whereof is capitayne Alexander de Maistre for the vyage of London And God save her

Master Venturyn de Varischo and his compyny ladyth ij butts saying therein to be reasens of Damask called cibibi [?] Damaskim and xv chests of galls of Surrey signed of the forsayde marke ² to be consigned in London to James Ragazon or his assigney and hathe payed his freight to the patron delyveryng the same sauf on lond as aperyth by the receyte of the patron remaynyng with the sayde Venturyn ducatts lj gr. xix cur. for the rest of the forsaid freight I Peter Marcudero Io de Master Nicholo purser of the sayde bark wrote yt by thorder of the sayde patron.

1546. File 14, No. 15. The 'Brandaris;' translation from the Spanish.

I Ingle Peterson Burgeis of Dordrecht master nexte god of the shipp named the Brandaris knowledge and confesse to have receyved of yow John de Fica Spaynyard resydyng in the towne of Bruges in Flaunders iiij^{xx} x fardells of ffyshers yaren and iiij^{xx} xvij bales of canfas marked with the marke set in the margyne ² whiche ys the marke of the said John de Camargo The wiche fardells and bailes I knowledge to have receyved of yow John de Fica Spaynyard drye and wel condicioned whiche I shall delyver God preservinge me and my shipp within the

¹ Copy.

² The mark is in the margin.

71.
Bills of
lading.

haven of Sluse which is in the countie of Flaunders to John de Camago Spaynyard or to hym that shall do for hym they payinge me for the ffreight accordynge as it ys specified in the charter partie In witnesse hereof I have gyven yow thre cognossements all of one tenor marked with myn owne marke the one perfourmed the other to be of none effecte done at Seint Mallo the xvij daye of January anno 1546

per me Hubertum Sevyon fideliter translatum ex Hispanica lingua in Anglicanam per Willielmum Harrys de parochia Sancte Katherine juxta turrim Londoniensem interpretem callentem hujusmodi Hispanica lingua

DESTIRON c. TURBLEVELL (*translation infra, p. 229*).

72.
Destiron
c.
Turblevell.
Transl. inf.
p. 229.

154 $\frac{1}{2}$. File 18, No. 58. Sentence for restitution of ship and cargo spoiled; see next case; appeal dismissed, File 14, No. 29-30.

. . . Idcirco Nos Griffinus Leyson judex . . . (*in common form*) prefatum Johannem Destiron navis petite possessorem legitimum ac Johannem de Arestigeneta Petrum de la Ryn Donnego de Arnado Viado et Johannem Lumbye mercium in eadem nave existentium ac per eos in suo libello sive summario articulo petitarum prout in schedula dicto libello sive articulo et presentibus annexa latius apparet veros et legitimos possessores fuisse esseque debere atque per dictos Richardum Turbelvell Egidium Kellwaye Barnardum Smythe et Richardum Bell et per eorum famulos nautas sive ministros de eorum mandato operaque [et] labore injuste spoliatos ac vi de possessione sua predicta dejectos ipsos et eorum quemlibet respective ad rerum petitarum . . . in hujusmodi schedula expressarum et . . . possessionem pronunciamus decernimus et declaramus Insuper condempnamus prefatos Turbelvell Kellway Smythe et Bell in expensis . . . (*in common form*)

BELL c. CRANE : Re CRANE (*translation infra*, p. 229).

154 $\frac{1}{2}$. Coram Rege Rolls, Trin. 38 Hen. 8, rot. 126. Prohibition. The writ is not amongst the Admiralty records. The nature of the suit Bell c. Crane is stated above, p. lxxviii. The proceedings in that suit will be found File 13, Nos. 19, 49; and proceedings in Destiron c. Turblevell, the suit of the Spanish owners of the ship spoiled, are in the same File, Nos. 53, 57, 58; the sentence in this suit is given above, p. 128. The prohibition is referred to by Lord Coke in his Fourth Institute, tit. Admiralty; where, however, both the reference and the statement of the case are incorrectly given.

78.
Bell
c.
Crane.
Transl. inf.
p. 229.

Memorandum quod die . . . venit Johannes Crane . . . et dat curiam dictam Regis hic intelligi Quod cum in statuto (*reciting* 13 Ric. 2, c. 5, and 15 Ric. 2, c. 3) ¹ . . . Quidam tamen Richardus Bell comitatus Sussexie statuta predicta minime ponderans sed contra eadem machinans dictum Johannem Crane contra debitam legis regni domini regis nunc Anglie formam et contra vim formam et effectum statutorum illorum indebite pergravare opprimere et fatigare predictum Johannem Crane in curia Admirallitatis coram nobili et prepotenti viro domino Johanne Vicecomite Lisle Barone de Malpas et Somerey preclari ordinis garterii milite domino Bassett et Tiasse magno Admirallo Anglie Hibernie Wallie ville et marchiarum Calesie Normandie Gasconie et Aquitanie seu ejus deputato in eadem curia Admirallitatis apud Suthwerk in comitatu Surreie de eo quod idem Johannes Crane (ut idem Richardus asserit) promississet et se astrinxisset ad exonerandum et indempnem conservandum ipsum Richardum ab omni actione et juris vinculo pro captione seu restitutione cujusdam navis vocate the Mary Fortune et apparatus ejusdem ac bonorum et mercimoniorum in illa tempore capture ejusdem existentium (eo quod idem Richardus tempore capture hujusmodi navis una cum Johanne Bell et aliis interfuisset) erga quosdam Johannem Destyron et alios Hispanos asserentes se dominos et pro-

¹ This part of the Roll is not set out at length.

73.
Bell
c.
Crane.
Transl. inf.
p. 230.

prietarios premissorum fuisse caute et subdole libellando contra dictum Johannem Crane ac nullam faciens mentionem de aliquo loco certo ubi hujusmodi promissum factum fuerat ubi revera quoddam colloquium de et circa premissa inter dictos Johannem et Richardum extra jurisdictionem maritimam videlicet apud Dertmouth in comitatu Devonie in corpus¹ comitatus Devonie predictae habitum tractatum et initum fuit traxit in placitum ac eo pretextu predictum Johannem Crane coram Admirallo predicto seu ejus deputato in curia Admirallitatis predictae apud Suthwerk predictam comparere ac interesse astrinxit ipsumque Johannem Crane eidem Richardo Bell adinde respondendum ac superinde condemnari summa diligencia nititur et machinatur in dicti domini Regis nunc contemptum et ipsius Johannis Crane grave damnum gravamen et depaupertacionem manifeste¹ ac contra formam statutorum predictorum Et hoc paratus est verificare Unde idem Johannes Crane dicte curie domini Regis auxilium et munificenciam implorando petit remedium et breve domini Regis de prohibitione prefato Admirallo et ejus deputato dirigendum ad prohibendum ipsum ne placitum predictum ulterius quovisquesito colore teneant etc.

Et ei conceditur etc.

COLMER c. ANTHONY (*translation infra*, p. 231).

74.
Colmer
c.
Anthony.
Transl. inf.
p. 231.

1544. File 12, No. 57. Sentence; false imprisonment abroad.

. . . Idcirco Nos Anthonius Huse . . . (*in common form*) prelibellatum Petrum Anthonye dictum Willielmum Colmer absque aliqua causa rationabili seu legitima subsistente apud oppidum Middelburgense in Zelandia predicta auctoritate Scabinorum sive Burgimagistrorum ejusdem oppidi de facto et injuste arrestari ac carceribus mancipari et in eisdem aliquamdiu detineri fecisse procurasse et obtinuisse ad dampnum et interesse ipsius Willielmi in

¹ Sic.

summa trium [?] librarum sterling pronunciamus decernimus et declaramus dictumque Petrum in dampno et interesse predicto atque in expensis legitimis per partem prelibellati Willielmi Colmer in hac parte factis et faciendis eidemque Willielmo solvendis insuper condempnamus . . .
(*in common form*)

74.
Colmer
c.
Anthony.
Transl. inf.
p. 231.

SHYCKLAND c. SMYTH.

1544. File 12, No. 55. Interrogatory to witness as to the liability of master and crew to indemnify the shipowner for loss by their negligence.

75.
Shyckland
c.
Smyth.

xij. Item interrogetur quilibet testis pretensus hujusmodi an scit credit vel dici audivit That yff the merchants have any losse or susteyne any losse in any shipp by the negligence of the master purser or maryners so that the owners of the said shypp be called uppon or sued to make the said losses good that the said master purser and maryners by the custome and laws of the see muste and owght to dyscharge the said owners in that behalf and to pay all suche sumes of money as they be condempned in and the said owners to beare no losse for there negligence

HUNTE c. DALE (*translation infra, p. 231*).

1544. File 12, No. 45. Dismissal (*remissio*) of an appeal by the judges delegates.

76.
Hunte
c.
Dale.
Transl. inf.
p. 231.

Johannes Rukbie Richardus Liell Willielmus Jeffrey legum doctores illustrissimi invictissimi in christo Principis et domini nostri Henrici octavi dei gratia Anglie Francie et Hibernie regis fidei defensoris et in terra ecclesie anglicane et Hibernice supremi capitis in causa infrascripta ac inter partes inferius nominatas judices delegati rite et legitime deputati Egregio et circumspecto viro magistro Anthonio Hussey armigero Curie principalis Admirallitatis Anglie judici et presidenti salutem in authore salutis Cum nos in quadam pretensa causa appellacionis et querele nullitatis a sententia diffinitiva per vos in dicta admiralli-

76.
Hunte
c.
Dale.
Transl. inf.
p. 232.

tatis curia in quadam civili causa inter partes infrascriptas lata interposite que coram nobis ex delegacione regia inter Thomam Dale nuper bursarium navis nuncupate the Savior of Bristowe appellantem ex una et Robertum Hunte civem et tallowchaundler civitatis Londonensis appellatum partibus ex altera aliquamdiu vertebatur et pendebat indecisa legitime procedentes Sentenciam quandam pro parte Roberti Hunte contra prefatum Thomam Dale tulerimus et promulgavimus in scriptis diffinitivam per quam inter cetera sentenciam per vos in dicta principali causa latam confirmando dictum Thomam Dale in expensis legitimis dicti Roberti in hac parte et occasione litis hujusmodi coram nobis factis et fiendis quas ad summam quinque librarum sterling taxavimus condempnavimus Necnon causam et causas apelacionis et querele pretensas hujusmodi vobis et examini vestro remittendas fore decrevimus sicque cum effectu remiserimus justicia mediante Ut igitur in causa et causis hujusmodi ulterius juxta juris exigenciam procedere ac partibus predictis justiciam et ejus complementum in ea parte ministrare ceteraque facere que vestro in hac parte incumbunt officio libere et impune valeatis et possitis licenciam et facultatem tenore presentium impartimur Inhibicione quacunque vobis antehac in ea parte per nos facta in aliquo non obstante In cujus rei testimonium sigillum venerabilis domini Archidiaconi Cicestrensis quo in hac parte utimur presentibus apponi fecimus Datum vicesimo octavo die Januarii Anni Domini juxta calculum Ecclesie Anglicane millesimo quingentesimo quadragésimo quarto regnique serenissime regie majestatis predicte anno tricesimo sexto.

GYLBERT c. LYNSEY (*translation infra*, p. 232).

77.
Gylbert
c.
Lynsey.
Transl. inf.
p. 232.

1545. File 12, No. 86. Sentence condemnatory; trover of boat.
... Idcirco nos Anthonius Hussey . . . (*in common form*) . . . cimbam in eodem summario articulo specificatam ad Johannem Gylbert jure dominii et proprietatis

spectasse et pertinuisse atque sic spectare et pertinere debere dictamque cimbam super rivo Thamesis vestre jurisdictionis casu fluctuantem inventam et repertam fuisse atque ad manus et possessionem dicti Thome Lynsey pervenisse et penes eum nonnihil temporis de facto remansisse eandemque cimbam eidem Johanni Gylbert licet requisitum retradere reddere et restituere plus justo distulisse et hactenus indebite differre Eundemque Johannem Gylbert ratione premissorum et facto dicti Thome Lynsey lesum et damnum passum ad summam sive valorem decem solidorum sterling Necnon et sepedictum¹ Thomam in damno prefato atque ad reddendum et restituendum eidem Johanni Gylbert cimbam predictam si extet et tam bono habitu quam tempore quo ad manus ejus pervenit existit¹ Alioquin in ejus valore quem ad summam decem solidorum harum tenore taxamus et censemus de jure teneri Dictumque Thomam in damno et valore predictis necnon in expensis litis hujusmodi condemnamus pronunciamus decernimus et declaramus per hanc nostram sententiam diffinitivam sive hoc nostrum finale decretum quam sive quod ferimus et promulgamus in his scriptis Taxationem . . . (*in common form*)

77.
Gylbert
c.
Lynsey.
Transl. inf.
p. 233.

COCKE c. CAMP (*translation infra*, p. 238).

1544. File 12, No. 85. Primum decretum against the 'Olyvant' (?) arrested for damage done by her to the 'Anthony' in collision.

78.
Cocke
c.
Camp.
Transl. inf.
p. 233.

In dei Nomine Amen Coram vobis nobili et potente viro et domino Johanne Vicecomite Lysley Barone de Malpas et Somerey preclari ordinis garterii milite domino Bassett et Tyasse Magno Admirallo Anglie Hibernie Wallie ville et marchiarum Calisie Normandie Gasconie et Aquitanie . . . (*in common form*) . . . Pars honestorum virorum Johannis Cocke senioris et Johannis Cocke junioris de Leghe in Comitatu Essexie marinariorum contra et adversus navem vocatam the Olyvant de Hadleythe in

¹ Sic.

78.
Cooke
et
Camp.
Transl. inq.
p. 224.

comitatu predicto ad Johannem Camp de eadem spectantem et pertinentem infra jurisdictionem dicti domini nostri Regis sue Admirallitatis Anglie arrestatam Necnon contra dictum Johannem Camp et quemcunque alium coram vobis in judicio legitime intervenientem pro eisdem aut eorum altero intervenientem per viam summarii articuli sive summarie petitionis . . . (*in common form*) . . . in jure proponit Quod mensibus Januarii Februarii et Marcii anno domini secundum computationem Anglicanam millesimo quingentesimo quadragésimo quarto ultimo jam preteritis ipsorumve [?] mensium quolibet sive uno dicta navis vocata the Olyvant ad anchoras suas super alto mari infra jurisdictionem dicti domini nostri Regis sue Admirallitatis Anglie in loco vulgariter nuncupato Peperell haud procul a villa de Leghe predicta residens quasdam funes sive alia ornamenta vocata two cables valoris trium librarum septemdecim solidorum sterling ad navem ipsorum Johannis et Johannis the Anthony of London spectantia in loco maritimo predicto cum bonis et mercibus versus Antwerpiam onerate¹ ad anchoras ipsius navis vocate the Anthony affixas residen² . . . incuria [?] culpa et negligencia magistri et gubernatoris et marinariorum dicte navis vocate the Olyvant lesit fregit et penitus distruxit in dicte navis bonorum et mercium in eadem existentium lesionem ad damnum et interesse dictorum Johannis et Johannis quatuor librarum et septemdecim solidorum sterling pro quo damno sive interesse quatuor librarum septemdecim solidorum dictus Johannes Camp licet sepius ex parte dictorum Johannis et Johannis cum eisdem componere et eis satisfacere requisitus fuerit nondum composuit nec satisfecit sed sic componere et satisfacere recusavit et recusat etiam in presenti Unde iidem Johannes Cocke et Johannes Cocke spem aliam recuperandi damnum et interesse predicta quatuor librarum septemdecim solidorum sterling non habentes nisi per realem arrestacionem dicte navis vocate the Olyvant of Hadleyghe et apparatus ejusdem quos infra jurisdictionem vestram maritimam predictam repertos

¹ Sic.

² Sic.

et inventos propter damnum et interesse predicta auctoritate vestra legitime arrestari fecerunt et obtinuerunt Neenon tam dictum Johannem Camp dominum et proprietarium dicte navis et apparatusum in specie quam quoscunque alios jus sive interesse in hujusmodi navi et apparatu in genere se habere pretendentes juxta morem stilum observantiam et consuetudinem dicte curie vestre citari fecerunt et obtinuerunt ad comparendum coram vobis domine Judex antedictae ad certos dies sive diem et locum competentem prefatis Johanni et Johanni in hujusmodi causa civili et maritima de justitia responsuros . . . (*default of appearance ; prayer for possession in common form*)

78.
Cooke
c.
Camp.
Transl. inf.
p. 334.

RE MONSYON.

1544. File 12, No. 26. Translation of receipt for ransom money paid for English prisoners taken by French captor. The original is in Flemish or Low Dutch.

79.
Re Monsyon.

I Adryan Legart capitaine of a shipp prepared to warre at Dyep in Fraunce named Le Grandt Henry and also Reyn le Chaleur master of the same shipp John Byga John Ryon John Tribert and Colaert Beca quartermaisters of the said ship knowledge to have gyven over twoo prysoniers Inglyshmen to witt John Monsyon of Cramer and Nicholas Clerk of Scarborough in Inghland And therfore receyved of Robert Kyndersley merchaunt of London in Inghland the some of xxij^{li} vj^s viij^d sterling And this for theyr ransom and also for theyr ship and goods the whiche the sayd prysoniers Inglyshmen have bought of us Of whiche some of xxij^{li} vj^s viij^d sterling aforesaid We capitain master of the shipp and quartermaisters aforesaid kepe us contented and well paid of the said Robert Kyndersley In Witnesse of truthe we capitaine master of the ship and quartermaisters aforesaid every of us have put herunder our customable handtoken this last day of March anno xv^o xliiij byfore Easter

Remer (*mark*) Chaleur La Garde

RE HARRY.

80. 1545. File 12, No. 17. Petition by one of Bremen to the
 Re Harry. Council for redress of spoil at sea referred to the judge of the
 Admiralty; File 18, No. 14 is a similar Petition endorsed
 'Tradatur Curie Admirallitatis. A. Cantuar. Thos. Wriothesley;
 Eamet [?]; W. Southampton.'

To the Kings moste honorable Counsaile

Humbly desiryng and beseching your honorable lord-
 shipps to be favorable unto your poore orator Luyder Harry
 Shipper of Breame Whereas of late he comyng with his
 crayer ship owt of Norway it fortunied upon the see that
 by wynde and weder he was compellid into the Northe
 parties of Ingland by New Castell And a certain shipp of
 warre of Hull wheruppon one John Yven under god was
 maister dyd borde your said orators ship and toke with his
 company frome your oratour and his company theise
 parcels ensuyng Item fyrste the beste anker and cabell
 worth xij^{li} Item a crosse xxx^s Item a lead lyne and thre
 bothoms of small coords ij^s viij^d Item a compas xvj^d Item
 two pecis of grosse wollen clothe xx^s Item ij^{xx} small paire
 of knyves x^s Item x hatts and iiij paire of shooes x^s
 Item in nayles of iron ij^s Item a cape a jakkett a paire of
 hosen xiiij^s Item xvj shyrtts xx^s Item a coote vj^s viij^d
 Item a doublett and a paire of hosen v^s Item a paire of
 boots ij^s Item twoo caps iiij^s iiij^d Item a shorte coote a
 doublett and a paire of neder hosen vj^s viij^d Item a pair
 of pynsons and a cuttyng knyff ij^s iiij^d Item eight bow
 staves vj^s viiiij^d Item in money thre jogendalers and a
 haulf beyng worth aboute xiiij^s iiij^d sterling Item more
 v axes v^s Item one sworde ij^s viij^d with other small things
 And yf wynde and weder had served your orators intent
 was to sayle into Seland It may please your honorable
 Lordshipps for the love of God that your poore orator may
 have restitution of the said parcels For he ys but a
 poore man and wold fayne gett his lyving in the waye of
 truthe for his wife and chyldren And your said orator

shall pray dayly for the preservacion of your moste honorable lordshipps long to endure to the pleasure of Almyghtie God.

80.
Re Harry.

(Endorsed) Exhibita ix^o die mensis Junii anno 1545

HOLDERNESS c. ELDERNES.

1545. File 18, No. 124. Non-delivery; libel; allegation of liability of shipmaster to deliver, accidents excepted.

81.
Holderness
c.
Eldernes.

ij. Item ¹ . . . pacto et convento additum et adjectum fuit quod prenominatus Cornelius bona sive mercimonia predicta suo periculo omnibus casibus fortuitis tam hostium quam aliorum specialiter renunciatis ad usum dicti Rogeri in partibus et locis predictis . . . salvo traderet et deliberaret.

JAQUES c. HULSON.

1545. File 18, No. 119. Libel for loss of goods in lighter sunk against London Bridge; allegation of liability of owners. Hulson's defence (*ibid.* No 88) is that the lighter was driven against London Bridge and sunk without negligence on his part; see also File 14, Nos. 60, 61.

82.
Jaques
c.
Hulson.

. . . legitimeque² prescripta consuetudo inter mercatores et proprietarios ac dominos seu quasi talium navicularum vocatarum lyghters et observata ac in contradictorio judicio sepius obtenta [that every] owner of suche lyghters or lyghter stondythe charged and is bounden not only to see or cause to be seene all and singuler suche goodes wares or merchaundyse which is [laden] into any suche lyghter or lyghters to thintent to cary the same ether

¹ Translation: . . . It was an additional term of the contract and agreement that the above-named Cornelius [*the master*] should deliver and hand over the goods and merchandise aforesaid in the parts and at the places aforesaid to the use of the said Roger [*the merchant*] at his peril, all accidents, whether of

enemies or others being expressal excepted.

² Translation: There is . . . a lawfully prescribed custom and one observed between merchants and the proprietors and owners or quasi-owners of such craft called lyghters and one often upheld in judgment on appeal [or, qy., after argument].

82.
Jaques
c.
Hulson.

from lande aborde any shyppe or from borde any shippe to lande to be saufflye delivered at and in the . . . as is aforeseyd appoyntyed but allso is bounde and charged yf the sayde goodes wares and merchandizes take any hurte duryng the tyme that the same remayneth in . . . lyghters or lyghter to recompense the owner or owners of the same goodes or at the lest to agre and componde with the same for the sayd hurte of the foresayde goodes wares or merchandises . . .

INSANO c. ELSDON (*translation infra*, p 235).

83.
Insano
c.
Elsdon.
Transl. inf.
p. 235.

1546. File 18, No. 66. Allegation extracted from a libel for spoil.

7. Item quod cum prefata navis sic ut prefertur bonis et mercibus prenominati Francisci onerata per aliquod tempus a dicto portu Burdugalie versus dictum portum Rothomagensem navigasset seu vela dedisset dicti Thomas Rogerus Johannes Johannes Robertus Thomas Willielmus et Johannes domini et proprietarii antedicti sive possessores vel quasi seu saltem eorum naute marinarii et alii milites armati in dictis navibus vocatis pynneis existentes de mandato consilio consensu voluntate et ratihabicione ipsorum proprietariorum seu eorum aliquorum vel alicujus una cum eorum navibus hujusmodi vi et armis dictum Franciscum et ipsius bona ut prefertur onerata super alto mari mensibus et annis predictis seu eorundem mensium uno vel aliquo agressi sunt illumque Franciscum cum suis bonis predictis piratice et injuste ceperunt ac eundem Franciscum etiam invitum et pro viribus reluctantem cum suis bonis hujusmodi ad locum maritimum vocatum Keynton besydes Opsam in the west countrey or parts of Inghland adduxerunt ipsum Franciscum dictis suis bonis nequiter falso et injuste spoliando et sic spoliaverunt atque eum ita saltem bonis et mercibus predictis detinuerunt et detinent spoliatum in presenti . . .

WOLMAN c. HAMOND (*translation infra*, p. 235).

1546. File 13, No. 23. Sentence for trespass to a dock in the Thames. Libel, *ibid.* No. 123; interrogatories, *ibid.* No. 109.

. . . Idcirco nos Gryffynus Leyson . . . (*in common form*). . . prefatum Charolum Wolman¹ ejusque precessores et predecessores conductores et firmarios ac tenentes tenementi sive domus libellate omnes et singulos eorum temporibus respective existentes a tempore immemorato in pacifica possessione juris utendi et fruendi sinu sive loco vocato le dock eidem domui libellate contiguo adjacente et sic fuisse et esse debuisse et debere dictumque Willielmum Hamond impedivisse atque impedimentum prestitisse prefato Carolo quominus hujusmodi loco ita libere uteretur et frueretur Necnon contra voluntatem dicti Caroli eo loco vocato le docke infra jurisdictionem domini nostri Regis sue Admirallitatis Anglie notorie conscitutus² minus juste usum fuisse jusque emolumentum et commodum ex hujusmodi loco sive sinu usuque et exercicio ejusdem quomodolibet pervenientia et perventura jus quoque ligandi naves ad perticas in capite dicti sinus affixas et affigendas ad prefatum Charolum Wolman et dicte domus sive tenementi firmarios et tenentes quoscunque pro tempore successive existentes spectasse et spectare Ac sic de jure spectare debere et debuisse pronunciamus decernimus et declaramus per hanc nostram sentenciam diffinitivam etc. . . . (*in common form*)

84.
Wolman
c.
Hamond.
Transl. inf.
p. 235.

THE 'MARTEN BULLEY.'

1544. File 14, No. 88. Deed of consortship in a privateering expedition.

This Indenture made the xvth daye of January in the xxxvjth yere of the reigne of our soverayene lord Henry the Eighte by the grace of God kynge of Englonde France and Ireland defendoure of the faithe and of the church of Englonde and also of Irelande in erthe the supreme heade Betwene William Bulley owner and true possessor of righte

85.
The 'Marten
Bulley.'

¹ A 'gonnepowder' maker.

² Sic.

85.
The 'Marten
Bulley.'

of a shippe of London called the Marten Bulley at this presente beyng in the ryver of Thamys on the one partie and Sir John Gresham Knyghte citizen and alderman of London William More capytayne of the saide shippe and William Hollande maister under God of the same shippe on the other partie Witnessethe that yt ys covenanted concluded condissended determined and fully agreed betwene the parties aforsaid and every of them covenantythe and grauntythe to and withe the other of them in manor and form folowyng that ys to saye the saide William Bulley covenantythe and grauntyth by this Indenture that the saide shippe with the fyrste good wynde and wether that God shall send nexte after the date herof shall dyrectlie saile into the seas there to have warre of the kynges enemyes at the onely adventure of the said William Bulley And the saide Syr John Gresham covenantithe and grauntithe to and with the said William Bulley by this Indenture that the same Syr John Gresham at his owne proper costes and charges shall beare the adventure of one thirde parte of all the victelles powder and monycions of the shippe aforsaid duringe this presente viage And the said William More and William Hollande to bear the adventure of one quarter of all the said victelles powder and monycions duryng the viage aforsaid And the said William Bully to bear the adventure of the residewe of all the saide victelles powder and monycions duryng this presente viage aforsaid And also yt ys further agreed between the said parties and every of them covenantythe and grantythe to and with the other of them that all and singuler suche pryzes and purchases as shalbe taken optayned and had by the said shyppe capytayne maister and maryners duryng the viage aforsaid shall be devided into fyve equall and indifferente parties wherof two partes to remayne to the use of the said capytayne maister and maryners for theire waiges and the other thre partes to be equallie devided into two indyfferente parties wherof one parte to remayne to the said William Bulley for the adventure of the saide shippe and hir ordenaunce and the other halfe to be devided into thre equalle and

indifferente partes wherof one third part to remayne to the said Syr John Gresham for his adventure of the said thirde parte of the victelles powder and monicions aforsaid And one quarter therof to remayne to the said William More and William Holland for the adventure of one quarter of the said victelles powder and monicions And the residue to remayne to the said William Bulley for the adventure of the resydue of the said victelles powder and monicions Provided alwayes and it is agreed betwene the said parties that eightene shaires withe the rewardes to the gonners of the said shippe shalbe taken and borne owte of the said fyve partes anythinge before rehersed to the contrarye notwithstondyng And moreover yt ys agreed and concluded betwene the said parties that all suche maryners as wyll not sail in the said shippe for their shaires the saide Syr John Gresham William Bulley William More and William Hollande shalle have their shaires amanges them devyded and to paye suche maryners the kinges waiges that ys to saye everye of them to paye and resayve accordyng to their adventure aforsaid In wytnesse wherof the parties aforesaide to their Indentures sunderly have set their sealles Geven the day and year first above-written

per me John Gresham
per me W^m Bulley ¹

LUDKYN c. EDMUNDS (*translation infra*, p. 236).

1546. File 15, No. 77. Libel for spoil. Allegation of purchase of the spoiled ship and goods from the spoilers knowingly. File 13, No. 14, is a petition to the Council for redress against purchasers of spoil 'bargayned and solde secretly in the night tymes to thentent not onelie to defraude your Highnes of the customes subsidies and other devoires due to your Highnes for the same but also that the biers therof shulde not be knowen to the true owners of the same.'

86.
Ludkyn
c.
Edmunds.
Transl. inf.
p. 236.

6. Item post adductionem navis scapheque et apparatus ac bonorum rerum et mercimoniorum antedictorum ad

¹ A marksman.

86.
Ludkyn
c.
Edmunds.
Transl. inf.
p. 237.

prefatum portum de Scarborough dicti Thomas Edmunds Ricardus Brown Mattheus Wylson et Robertus Bushell de depredacione et spoliacione predicta quodque tam navis quam cetera premissa per prefatum Willielmum Robynson et ejus complices injuste capta fuerunt et ad ea¹ nullo modo debite et juste pervenerunt tam per mercatores hospitii sive domus vocate Stylierd civitatis Londonensis et alios ejusdem civitatis mercatores tunc in partibus illis existentes quam etiam per alios viros et personas fidedignas villarum sive oppidorum de Scarborough et Hull ac aliorum locorum illic vicinorum cerciorati fuerunt aliasque et aliis modis debite de premissis noticiam seu saltem verisimilem conjecturam et suspicionem habuerunt ac notorie habere potuerunt seu saltem per eorum crassam ignorantiam stetit quominus sic noverunt Ponit et articulatur ut supra

7. Item quod premissis non obstantibus dicti Thomas Edmunds Ricardus Brown Mattheus Wilson et Robertus Bushell tam navem ejusque apparatus ac cetera ejus pertinentia et scapham predictam quam etiam bona res et merces antedictas seu saltem magnas sive aliquas partes eorundem in eventu litis plenius specificandas et comprobandas a prefato Willielmo Robynson et suis grassatoribus pyratis ac predonibus et spoliatoribus predictis emerunt etiam valde suspiciose viz. pretextu capcionis predictae multum minoribus et exiguis summis et precii quam valuerunt et vendi potuissent si juste acquisita fuissent sique empcio et vendicio eorundem legitima fuissent etiam pro media sive tertia parte seu quasi valoris justii precii eorundem Ponit ut supra

8. Item quod dicti Thomas Ricardus Mattheus et Robertus scientes dominum nostrum Regem seu ejus regie majestatis consiliarios certificados de spoliacione et depredacione predicta atque tam vendicionem quam empcionem predictas injustas fuisse notorie etiam scientes seu justitimentes premissa per eos licet minus juste modo premissis emptis quasi subito et absque mora ac quasi secreto quodam

¹ Sic.

contractu revendiderunt et pro expositione et distraxione
eorundem pepigerunt et convenerunt seu saltem sic re-
vendi exponique et distrahi fecerunt seu fecit eorum aliquis

86.
Ladkyn
c.
Edmunda.
Transl. inf.
p. 237.

LORDE c. BUTTER (*translation infra*, p. 237).

1546. File 15, No. 65. Sentence condemning defendant in
damages for collision at London; negligence in allowing a third
ship to make fast to defendant's cable whereby his anchor came
home and he drove upon the plaintiff's ship; for libel see File
12, No. 88; interrogatories, *ib.* No. 82; allegation of Butler, *ib.*
No. 82, that it was the fault of the third ship in making fast to
his cable.

87.
Loide
c.
Butter.
Transl. inf.
p. 237.

. . . inter Robertum Lorde dominum et proprieta-
rium navis nuncupate the George of London et apparatus
ejusdem atque scaphe sive cimbe ad eandem navem spec-
tantis partem actricem et querelantem ex una et Stephanum
Butter exercitorem patronum magistrum sive bursarium
cujusdam navis nuncupate the Sperance of Roan et appara-
tus ejusdem ac hujus cause et litis defensionem in se
suscipientem partem ream et querelatam partibus ex altera
. . . (*in common form*) Idcirco Nos Griffinus Leyson . . .
(*in common form*) navem predictam vocatam the George of
London una cum ejus scapha antedicta a suo itinere sive
viagio a portu oppidi de Hulley [?] in flumen publicum sive
rivum Thamesis Londonie et in locum marittimum flux-
umque et refluxum maris ibidem vocatum Sainet Katheryns
Poole applicuisse illicque juxta locum vocatum St. Saviours
Docke collocatam¹ et repositam fuisse atque ad duas ejus
anchoras demoratam fuisse et residisse Necnon post aliquot
dies appulsum et residenciam hujusmodi sequentes dictum
Stephanum Butter exercitorem patronum magistrum sive
bursarium antedictum cum nave superius mencionata
vocata the Sperans of Roan in eundem rivum Thamesis
etiam applicuisse ac ibidem non multum a dicta nave ipsius
Roberti et a loco predicto (ubi tunc ut prefertur stetit)
residisse Atque deinde infra paucos dies subsequentes
quandam aliam navem vocatam a Flemyshe ship illic ad

¹ Sic.

87.
Lorde
c.
Butter.
Transl. inf.
p. 238.

eandem navem Gallicam sic residentem velificando devenisse ac simul eidem navi Gallice licencia tolleracioneque ac voluntate ac consensu prefati Stephani et aliorum existentium in eadem navi Gallica absque aliquibus sive aliqua anchora ab ipsa nave vocata the Flemyshe ship ejecta vel deposita per solas anchoras ipsius navis Gallice demoratam fuisse stetisse et residisse Ac eo pretexto postquam modo premissis dicte naves insimul per aliquot dies residissent eandem navem Gallicam in dictam scapham superius mentionatam facto ac culpa et negligencia predicti Stephani et ejus marinariorum incidisse ejusque gravi impetu et violencia eandem scapham percussisse confregisse et destruxisse Ac memoratum Robertum Lorde premissorum occasione damnum et interesse (presertim propter defectum non exercicii ejus navis predictae per amissionem et jacturam hujusmodi ejus scaphe sive cimbe) habuisse et habere sensisseque [*sic*] et sentire usque ad summam sive valorem quadraginta solidorum sterling pronunciamus decernimus et declaramus Prefatumque Stephanum ad tradendum liberandum et persolvendum prefato Roberto verum valorem sive estimacionem dicte scaphe sive cimbe modo premissis confracte et destructe quam juxta probaciones legitimas per partem ipsius Roberti in hac parte factas et fiendas ad summam sive valorem quinque librarum sterling moderamus necnon ad solvendum eidem Roberto Lorde summam quadraginta solidorum legalis monete Anglie superius pro damno et interesse hujusmodi per nos moderatam . . . (*condemnation in common form and in costs*)

FURRYSMAN c. CHURCHE (*translation infra*, p. 239).

88.
Furrysman
c.
Churche.
Transl. inf.
p. 239.

1547. File 15, No. 99. Sentence for contempt against an attorney for assisting Hasse to sue Furrysman in the King's Bench in respect of the 'Nicholas' already under arrest in a suit which Furrysman had brought against the ship in the Admiralty Court by the direction of the Privy Council, in which suit Hasse was cited. Furrysman had, in the first instance, sued Hull before the Privy Council for detention of the 'Nicholas,' and his suit was remitted by the Council to the Admiralty Court; see File 15,

No. 45, articles of contempt exhibited by Dr. Leyson, the judge, against Church. There were other suits pending in the Admiralty Court relating to the 'Nicholas.'

88.

Furrysman
c.
Church.
Transl. inf.
p. 239.

. . . Idcirco nos Griffin Leyson . . . (*in common form*) . . . prefatum Willielmum Church conatum fuisse et sollicitasse ut prefatus Johannes Furrisman causam suam in Curia principali supremi domini nostri Regis sue Admirallitatis Anglie contra navem vulgariter nuncupatam the Nicholas of Penmarke et ejus apparatus et ornamenta ad quendam Johannem Hasse ut pretenditur spectantem pendentem indecisam ac per dominos a privato concilio regie majestatis cum suis incidentibus dependentibus et connexis quibuscunque illuc et ad dictam curiam decidendam remissam vellet nollet desistere cogeretur dictum Johannem Furrisman ad aliam curiam quam dicti supremi domini nostri Regis Admirallitatis Anglie ob illam eandem causam seu saltem eidem incidentia dependentia seu connexa invitum trahi et molestari ac nonnullis sumptibus et expensis in ea parte defatigari procurasse ac liberam facultatem eidem suam causam hujusmodi cum suis incidentibus dependentibus et connexis in dicta curia prosequendi ac ad eandem per prefatos dominos a privato consilio regie majestatis ut predicatur cum suis incidentibus dependentibus et connexis remissam decidendam prosequendi ademisse in dicti Johannis Furrisman prejudicium non modicum et gravamen ac jurisdictionis supremi domini nostri Regis sue Admirallitatis Anglie mandatique dominorum a privato consilio ejusdem majestatis violacionem impedimentum ac contemptum manifestum decernimus et declaramus Eundem igitur Willielmum Church pro violatore et contemptore premissorum habendum fore ac ut hujusmodi violatorem et contemptorem coercendum et puniendum fore debere pronunciamus decernimus et declaramus Ac eundem Willielmum Church in expensis legitimis . . . condemnamus . . . (*in common form.*)

SAUNDERSON c. RICHARDSON (*translation infra, p. 240*).

89.
Saunderson
c.
Richardson.
Transl. inf.
p. 240.

154 $\frac{1}{2}$. File 15, No. 28. Sentence for restitution of a ship recaptured from enemies before she was taken *infra præsidia*. There are several other proceedings in the suit amongst the records; see File 18, Nos. 2, 8, 7, 100, 108. There was an appeal, but it was dismissed; see File 17, No. 85. Subsequently Richardson, the recaptor, obtained a sentence against Saunderson for salvage; File 22, No. 16.

. . . inter honestos viros Ricardum Saunderson Johannem Mecander et Johannem Dynysdale de Lynna Regis comitat' Norfolchie mercatorem partem actricem et querelantem ex una et Johannem Richardson de Boston in comitatu Norfolchie predictæ partem ream et querelatam partibus ex altera . . . (*in common form*) . . . Idcirco Nos Gryffinus Leyson legum doctor ac presidens antedictus . . . (*in common form*) . . . prefatos Richardum Saunderson et Johannem Mecander navis predictæ dominos et proprietarios ac possessores legitimos Necnon eundem Richardum Saunderson et memoratum Johannem Dynysdale bonorum rerum et mercium in eadem nave tempore capture et recuperacionis eorundem existentium atque in schedula libello predicto annexa specificatorum tam juxta confessionem prenominati Johannis Richardson quam etiam juxta alias probaciones legitimas in causa hujusmodi coram nobis debite factas viz' CC quarters of malt threscore quarters of beanys ten quarters of wheat xv quarters of ottes two pypes of basterde and oon but of sack veros et legitimos dominos proprietariosque et possessores fuisse et esse debere Atque per quosdam Gallos Regis et regni Anglie tempore libellato hostes et inimicos primo spoliatos fuisse ac vi de eorum possessione dejectos Dictumque Johannem Richardson Anglum cum suis nautis comilitonibusque et marinariis navem ac bona res et merces hujusmodi post dictam spoliacionem sive capturam earum ab ipsis Gallis et inimicis antedictis priusquam illam navem bonaque et merces hujusmodi ad aliquem portum sive locum destinatum adduxissent seu adducere potuissent super alto mari versus locum

destinatum hujusmodi velificando ac navem et inimicos antedictos persequendo recuperasse Necnon post recuperationem hujusmodi navem bona et merces antedictas ad portum sive locum marittimum vocatum the Holy Ilande juxta Barwic in partibus borealibus hujus regni Anglie [infra] fluxum et refluxum maris atque jurisdictionem domini nostri Regis sue admirallitatis Anglie ibidem adduxisse Atque eundem Johannem post adductionem hujusmodi ex parte dictorum Richardi Johannis et Johannis dominorum et proprietariorum antedictorum ad illam et illa eis respective retradenda et restituenda debite et juxta juris exigenciam requisitum et interpellatum fuisse Sicque requisitum et interpellatum penes se et suos detinuisse et illa retradere seu restituere injuste recusasse Ac eo pretextu prefatos Ricardum Johannem et Johannem damnum et interesse habuisse et habere sentiisse et sentire usque ad summam sive valorem quadraginta solidorum pronunciamus decernimus et declaramus Memoratumque Johannem Richardson ad retradendum deliberandum et restituendum antedictis Ricardo Saunderson et Johanni Mecander navem predictam si extat alioquin ejus verum valorem quem juxta confessionem dicti Johannis Richardson in hac parte factam ad summam triginta librarum [estimamus] Atque predictis Ricardo Saunderson et Johanni Dynysdale bona res et merces antedictas quas juxta probationes legitimas in hac parte factas ad summam centum octoginta et octo librarum moderamus Necnon ad solvendum eisdem Ricardo Johanni et Johanni tam summam predictam modo premissis pro damno et interesse superius mencionatis et per nos ut prefertur moderatam atque presentis litis expensas legitimas pro parte ipsorum Ricardi Johannis et Johannis in hac parte factas et fiendas salvis tamen omnino et reservatis dicto Johanni Rychardson jure et interesse suis sibi ratione recuperacionis antedictae qualitercunque competentibus condemnamus per hanc nostram sententiam diffinitivam sive hoc nostrum finale decretum quam sive quod ferimus et promulgamus in his scriptis Taxationem . . . (*in common form*)

89.
Saunderson
c.
Richardson.
Transl. inf.
p. 241.

PEREZ c. SUMPTER.

90.
Perez
c.
Sumpter.

1546. File 15, No 10. Allegation, in answer to libel for spoil, that the ship was a derelict.

4. Item . . . the sayde Leonard Sumpter fyndynge the sayde shyppe and goodes uppon the hyghe sea without any person lyvyng in the same dryvyng with the streamys as a wayff and forsaken of all creatures toke and seased uppon the same as lawfull wayff and thyng forsaken as well to thuse and behof of yow my lorde Admirall aforesayde as to hys owne use and his companys and to his greate charges and costes savyd and conducted the same shippe apparell ornamentes and merchandizes from the dayngers of the sea and stormes and other inconvenyences to a place in the highe sea nigh Brystowe callyd Pen Arte and there left her rydynge at anker with certayne of hys men in the same for her saff custodye and safegarde Hocque fuit &c.

5. Item . . . the sayde Leonarde Sumpter leavyng the sayde shyppe at anker at Pen Arte aforesayde cam uppe to London with all convenyent spede to certifye yow my sayde lorde highe Admirall and thys your honorable courte of the fyndynge of the sayde shippe and goodes and to take suche reasonable and lawfull order and dyrectyon in that behalf as equitye dyd requyre and dyd so certyfy and take order in very dede Hocque fuit &c.

6. (*The ship would have been lost if she had not been salved by Sumpter.*)

PART III.
TRANSLATIONS.

SAMPSON c. CURTEYS (*supra*, p. 1).

RICHARD by the grace of God king of England and France and lord of Ireland to his beloved and faithful John Holand Earl of Huntingdon lately our Admiral of England in the Western parts or to his lieutenant then and there Greeting: Being minded for certain reasons to be informed touching the tenor of the record and process of a plaint that lately [was pending] before you in the court of your Admiralty between John Sampson the younger of Plymouth plaintiff and John Curteys of Lostwithiel defendant touching a certain trespass upon the same John Sampson made (as is alleged) by the aforesaid John Curteys We command you that without delay you send the tenor of the same record and process to us in our chancery clearly and openly [set forth] and [also] this writ; Witness myself at Stamford the 26th day of May in the fifteenth year of our reign.

1.
Sampson
c.
Curteys.
Supra, p. 2.

The roll begins as follows :

The tenor of the record and process of a certain plea in the court of the Admiralty of John Earl of Huntingdon, Admiral of the Lord our King in the West, tried between John Sampson the younger of Plymouth plaintiff and John Curteys of Lostwithiel defendant . . . in the court of Admiralty held before Nicholas Macclesfeld deputy and lieutenant general of John Earl of Huntingdon the aforesaid Admiral in the Western parts at Lostwithiel near to the flow of the sea on the twenty-eighth day of the month of March at the first hour and at the first tide in the

1.
Sampson
c.
Curteys.
Supra, p. 3.

fourteenth year of the reign of King Richard the Second John Sampson of Plymouth . . . by his sureties . . . Cook and John Goldsmeth complaining of John Curteys of Lostwithiel in a certain [plaint delivered in the court] of Admiralty as follows in these words :

To the very honourable and very noble . . . John [Earl of] Huntingdon Admiral of our Lord the King in the parts of the South and West or to his lieutenant . . . John Sampson the younger of Plymouth [complains] of John Curteys of Lostwithiel That whereas the said John Sampson on the Wednesday next after the feast of Saint Valentine in the 13th year of our lord the king had freighted a vessel of Brittany at Plymouth and likewise the said vessel had carried to Lostwithiel one bale of woollen cloth of the value of 10 marks and one chest full of certain goods, that is to say, in the said chest were six score franks of gold, one silver girdle of the value of 40^s, one long dagger garnished with silver of the value of four marks, one long skirt of silk and gold ¹ furred with . . . ² of the value of £10, two doublets of silk and gold, 9 pairs of new sheets of the value of 9 marks, 4 pairs of stockings of scarlet, the which bale on the Sunday next following the aforesaid feast at Lostwithiel within high water mark without any process of law or legal or reasonable cause the said John Curteys took and carried away ; [and] he broke open the said chest, and all the aforesaid goods contained therein he took out and carried away wrongful'y and to the very great damage of the said John Sampson, without their being in any way delivered to the Admiral by the said John Curteys ; ³ for which he [Sampson] prays recompense, and that his bill is true in all points the said John Sampson is ready to prove if the court do so decree, making protest to amend this his bill and to add to and take away from it whensoever occasion arises.

¹ 'Baudekyn' = the Italian 'bal-dacchino' ; said to be so called from Baldacea, sive Bagdad, sive Babylon. See Menage, *Le Origini della Lingua Italiana*, Ginevra, 1685. They were

imported from Venice ; see *Calendar of State Papers*, Venetian, Vol. i., p. cxxxv.

² 'Cristegray.'
³ Qy. as to the rendering of these words.

And upon the aforesaid day the said John Curteys being cited and summoned by due citation made appearance and demanded a copy of the aforesaid bill and [also] a day for answering the said John Sampson in the aforesaid cause; And then and at the same place he found bail for making answer in the aforesaid cause, [namely], John Kendale and John Quaynte [?]; And thereupon a copy of the aforesaid bill was delivered to him and a day was given him to answer until the second hour and second tide of this day at the place aforesaid; And at the hour and tide aforesaid the aforesaid parties being summoned came before the aforesaid lieutenant sitting as judge at the aforesaid place and made appearance; And the party of the said John Curteys handed to the Court his answer in writing, of which the tenor follows in these words:

1.
Sampson
&
Curteys.
Supra, p. 4.

To the most honourable and most gracious lord John Earl of Huntingdon Admiral of the South and West: May it please you to know and understand that the aforesaid John Sampson the younger of Plymouth complains in your high and noble court of me John Curteys of Lostwithiel, that whereas the said John Sampson, &c., (*reciting the complaint of Sampson totidem verbis*), . . . as in his bill more plainly appears, We say and make protest that as for the goods aforesaid of the value of six score franks and all the other goods in his bill contained we know nothing; But we say that, as for the said chest full of goods which we are alleged to have burst open and carried away wrongfully, the said chest and all the other goods contained in the said chest, except a skirt of silk and cloth of gold furred with . . . ¹, and sheets,—as appears by the record which is in your keeping,—together with other goods comprised in an Indenture made between John Bytham sergeant of the mace of our lord the king of the one part and Thomas Galy attorney of Robert Thorley receiver of our lord the king in Cornwall of the other part, as in the said Indenture more plainly appears, were delivered to the said John Bytham by Robert Thorley and Thomas Galy in pursuance

¹ 'Cristigray': qy.

1.
Sampson
c.
Curteys.
Supra, p. 5.

of certain warrants and commands of your most high lordship directed to the said Robert Thorley and Thomas Galy, which warrants and commands shall be exhibited to you forthwith [?]¹; And as for the woollen cloths, skirt, and sheets aforesaid, we say that one John Elys of Wynkele [?], merchant, brought an action of debt against the said John Sampson in the maritime court held at Lostwithiel before Robert Thorley and his lieutenants, by reason of which the said goods and others were arrested and proceedings were had up to [judgment that] the plaintiff should recover the value of the said goods, as in the record that is in this court more plainly appears; And notwithstanding this [judgment for] recovery in the said maritime court of Lostwithiel, the value of the said woollen cloths, skirt, and sheets, that is to say, the sum of £6. 0. 4 [was paid (?)], by way of execution issuing out of this noble court of Admiralty to Vyncent Ewyl of London merchant²; And for this the said defendants vouch the record of this noble court, making protest to amend their answer, if need be; And for proof of this we are ready, if the court [so] requires, to do as it shall order.

And the said John Curteys then and there being personally in Court made appointed and nominated Thomas Galy to be his special proctor and advocate in this behalf to make answer or to further plead³ in his name, and to do and act in all and singular other things in this behalf as he the said John Curteys would do and act if he were present in his own person. And afterwards the said John Sampson prayed for a copy of the answer of the said John Curteys and for a day to make replication. And thereupon a copy was granted him and a day to make replication in the aforesaid suit was given him, [namely] until the 29th day of March then next following at the first hour and the first tide, at Fowey, near the flow of the sea. And when the said day was come the aforesaid parties being summoned

¹ 'En presence ore': qy.

² The sense is obscure; perhaps some words have fallen out.

³ 'Duplicandum.'

appeared before the aforesaid lieutenant at the place above named; and the party of the said John Sampson put in before the court a certain replication expressed in writing, the tenor of which follows in these words:

1.
Sampson
c.
Curteys.
Supra, p. 6.

To the very honourable and very noble lord John Earl of Huntingdon Admiral of our lord the king in the parts of the South and West:—John Sampson the younger of Plymouth has well understood the answer of John Curteys of Lostwithiel put forward by Thomas Galy his attorney in answer to the bill which the said John Sampson presents against him in your most high court. First the said Thomas Galy says for and in the name of the said John Curteys, protesting that,—as to goods of the value of six score franks of gold and all the other goods comprised in the said bill—he knows nothing; Wherefore in respect of the six score franks, in so far as he [John Curteys] denies that they were in the chest and that he broke open the chest in manner alleged in the bill, the said John Curteys demands judgment, and prays [that he may have judgment] for the aforesaid sum together with his damages. And in so far as he [Curteys] answers in the negative to the effect that he knows nothing, the said John Sampson prays to be put to his proof, if need be. And as for the skirt of silk and cloth of gold furred with . . . and the sheets [which] he says were delivered to John Bytham sergeant of our lord the king together with other goods of [him] the said John Sampson by a certain process of law had in your most high court of Admiralty against the said John Sampson, and [for which] he vouches the record of certain Indentures made between the said sergeant of the one part and Thomas Galy attorney of the said Robert Thorley receiver of our lord the King in Cornwall of the other part—As for that [he] the said John Sampson also vouches the same record; And as for his [Curteys's] statement that John Elys merchant of Wynkley brought an action of debt against the said John Sampson in the maritime court held at Lostwithiel before Robert Thorley and his lieutenants, by reason whereof certain goods, that is to say,

1.
Sampson
v.
Curteys.
Supra, p. 7.

woollen cloths, a skirt, and sheets, were arrested and proceedings were had against the said John Sampson up to judgment for recovery in favour of the said John Elys, and that by reason of such recovery, &c., As to this the said John Sampson says that he [Curteys] has not stated with certainty what day [and] what year the said suit was had against him [Sampson]; wherefor [as] for insufficiency of answer the said John Sampson demands judgment. And inasmuch as he [Curteys] admits having possession of the woollen cloths skirt and sheets he [Sampson] prays [to have judgment for] the same together with his damages; And if you [so] order the said John Sampson is ready to answer further; And inasmuch as he [Curteys] answers nothing as to the two doublets of silk and cloth of gold of the value of 40^s, one girdle garnished with silver of the value of £10, one long dagger garnished with silver of the value of 4 marks, 4 pairs of scarlet stockings of the value of 2 marks, and also [inasmuch as] he [Curteys] has not stated with certainty how many sheets were delivered to John Bytham or to Vincent Ewel merchant of London in pursuance of the order of your most high court of Admiralty, therefore the said John Sampson demands judgment against him [Curteys] as not having answered, and prays [to have judgment for] his goods aforesaid together with damages; Making protest that he is ready to prove all the things aforesaid in all such points as lie on him [to prove], after that the court shall order him [to do so]; and also [protesting for leave] to amend his said replication and to add to it, take away from it, and make addition to it, as need may be.

And of this replication the party of the said John Curteys prayed a copy and a day to plead further in the aforesaid cause, if he should be so minded. And when the said hour and tide arrived, the aforesaid parties being summoned appeared before the aforesaid lieutenant; And the party of the said John Curteys then and there put in before the court a certain duplication expressed in writing, and the tenor of it follows in these words:

To the most honourable and most noble lord John Earl of Huntingdon Admiral of our lord the king in the parts of the South and West &c.:—Most honourable lord, you have well understood that we elsewhere have made protest to amend our answer, and we already have made this answer for myself the said John Curteys, and pray that it be allowed for [the sake of] God and by way of¹ charity:—John Curteys sheweth to you that, whereas John Sampson of Plymouth complains by a bill in your most high court against the said John Curteys of Lostwithiel, as by the said bill appears, [and] you have heard [?] John Curteys in person, who says that, as for the bale of woollen cloth, one long skirt of silk and cloth of gold furred with . . . , and 2 pairs of sheets, there was one John Elys, merchant of Wynkele, who brought an action of debt against the said John Sampson in the maritime court held at Lostwithiel before Robert Thorley and before me John Curteys his lieutenant, in which for that the said goods and others were arrested and proceedings had up to recovery by the plaintiff, as in the record that is in this noble court more plainly appears, which record we vouch, and notwithstanding which recovery in the said maritime court of Lostwithiel, the value of the said goods woollen cloths skirt and sheets, that is to say to the amount of £6. 0. 4, by way of execution issuing out of this noble court of Admiralty [was delivered] to Vincent Ewyl merchant of London, and for this the said John Curteys vouches the record of this court, as appears by the Indentures above mentioned; And as for the chest filled with goods in manner alleged by him in his bill, except the long skirt and sheets aforesaid, the said John Curteys says to you that the chest of which he complains with all the goods contained in the said chest were delivered to John Bytham sergeant at arms of our lord the king in pursuance of certain warrants and commands of our said most honourable lord the Admiral directed to Robert Thorley and Thomas Galy, which [warrants and commands] are [here] exhibited, and as appears by Indentures between the said

1.
Sampson
c.
Curteys.
Supra, p. 2.

¹ 'En oepr.'

1.
Sampson
c.
Curteys.
Supra, p. 9.

John Bytham and Thomas Galy attorney to Robert Thorley thereon made; And these goods that were delivered to John Bytham in manner aforesaid were all the goods that were in the said chest on the Sunday next after the feast of Saint Valentine of which he complains or that ever were in it at any time before the delivery of the said goods to the said John Bytham; And this I am ready to prove as the court shall order, if it shall [so] order; And as for the wrongful breaking open of the said chest and carrying off of the said goods, the said John Curteys says that at the time when he [Sampson] alleges this wrongful breaking open and carrying away was done [he] the said John Curteys was seneschal under the said Robert Thorley of the said maritime court aforesaid at the place aforesaid, and that the said chest was arrested by John Martyn bailiff there at the suit of the said John Elys against the said John Sampson, [and] that proceedings [were] had up to recovery by the plaintiff, as appears by the aforesaid record which is in this noble court; And that so the said chest was opened by the law in the presence of Robert Thorley aforesaid and of me; And this I am ready to prove as the Court shall order, if it shall so order. And I make protest [for liberty] to amend add to take away from or increase this answer as need may be. And as for the six score franks of gold, one girdle garnished with silver of the value of 40^s, one long dagger garnished with silver of the value of 4 marks, one long skirt of silk and cloth of gold furred with . . . , two doublets of silk and gold, nine pairs of sheets, four pairs of scarlet stockings and the bale aforesaid, if there were any such [things], they were all delivered in pursuance of the aforesaid orders to the said John Bitham together with the other goods And this I am ready to prove as the court shall order, if it shall so order.

And of this duplication the said John Sampson prayed a copy and for a day to reply in that behalf; And a copy was granted him and a day was given him to reply until the thirtieth day of the aforesaid month and until the first hour and the first tide at the place aforesaid. And when

this day was come the parties aforesaid being summoned appeared before Nicholas Macclesfeld the aforesaid lieutenant; And the party of the said John Sampson then and there handed to the court a certain triplication expressed in writing; And the tenor of it follows in these words:

1.
Sampson
c.
Curteys.
Supra, p. 10.

First he vouches your record that admits the things above written by way of replication in answer to the replication of the said John Sampson. And as for all the matters hereafter mentioned [that appear] in the replication of the said John Curteys, and particularly as for all the matters that were comprised in the first answer of the said John Curteys put forward by Thomas Galy his attorney to his bill, which answer appears of record in your most high court of Admiralty, the said John Sampson knows not that any law requires him to answer otherwise than he has before answered in his said replication, except that he is ready to prove all in his replication that lies on him to prove other than as to the two pairs of sheets that were arrested and delivered to John Elys by way of execution—as to which the said John Sampson quite agrees, if the proceedings that they have alleged were rightful; But the said John Sampson in respect of the seven pairs of sheets demands judgment, and prays that his proof be received,¹ as of a thing of which the said John Curteys makes no denial; And as for—‘the six score franks, one girdle garnished with silver of the value of 40^s, one long dagger garnished with silver of the value of four marks, one skirt of silk and gold furred with . . . of the value of £10, two doublets of silk and gold of the value of 40^s, nine pairs of sheets of the value of 9 marks, four pairs of stockings of the value of two marks, and the bale specified in his replication, if there were any such, they were delivered to John Bytham by order of your most high court’—so he [Curteys] does not deny that such goods were in his charge in the manner alleged in the bill of the said John Sampson, but he says that if there were any such &c. Wherefore by [reason of] the denial [of Curteys] and in so far as he fails

¹ Qy. as to this.

1.
Sampson
c.
Curteys.
Supra, pp.
10, 11.

[in the matter] of his record that he vouches before in his first answer, that is to say, forasmuch as the [goods] are not comprised in the Indentures made between John Bytham sergeant at arms of our lord the king of the one part and Thomas Galy attorney of Robert Thorley receiver of our lord the king in the county of Cornwall of the other part, as to which vouching of the record of the Indentures aforesaid the said John Sampson vouches the record of your most high court, whereby it appears by the answer of the said John Curteys put forward by Thomas Galy his attorney on Thursday last past at Fowey at the first tide and the first hour that the said John Sampson demands judgment; and if the court [so] orders he is ready to prove &c.

And of this triplication the party of the said John Curteys demanded a copy and a day to plead further,¹ and to do such further acts and to make such further answer as the maritime law and custom required in that behalf. And a copy was granted him. And a day was given him to plead further until the second hour and second tide of the same day at the place above mentioned. And when the day and hour were come, the aforesaid parties appeared before the aforesaid lieutenant, and the party of the said John Curteys then and there handed to the court a quadriplication expressed in writing, the tenor of which follows in these words:

To the most noble and most dread lord John Earl of Huntingdon Admiral of our lord the king in the parts of the South and West, John Curteys says to you that as for the said six score franks of gold, one silver girdle of the value of 40^s, one long dagger of the value of 4 marks, one long skirt furred with . . . of the value of £10, 2 doublets of silk and gold of the value of 40^s, 9 pairs of new sheets of the value of 9 marks, 4 pairs of stockings of scarlet of the value of 2 marks, the things in the chest, we answer finally and deny them utterly. But [we say] that the said chest was arrested by reason of the said plea so instituted by the said John Elys of Wynkeley against the said John

¹ 'Ad quadriplicandum.'

Sampson in the maritime court of Lostwithiel, together with the following articles only, no other thing whatever being in the said chest after the said arrest, that is to say: one long scarlet skirt with . . . ¹ furred with reddegray of the value of 4 marks; one long blue skirt of the value of 20^s; one green gown half mottled furred with sable of the value of 20^s; one short green gown of silk and gold of the value of 10^s; one short gown of fustian embroidered of the value of 10^s; one black gown of satin of the value of 16^s; 3 doublets of the value of 13^s 4^d; 3 pairs of breeches² of the value of 6^s 8^d; 2 . . . ³ of the value of 2^s; 3 sheets of the value of 5^s; one board-cloth and one towel of the value of 2^s; one canvas for a bed of the value of 12^d; one other towel of the value of 12^d; two chemises of the value of 8^d; 2 skins⁴ and one and a half red skins [?] of the value of 12^d; one remnant of woven silk and gold of the value of 12^d; one coverlet and one red rug embroidered with . . . ⁵ of the value of 33^s 4^d; one beaver hat of the value of 2^s 6^d; one coverlet of green . . . of the value of 2^s; one coverlet of sarsanet of the value of 10^s; one pair of shoes [?]⁶ of the value of 2^d; and one cover of the value of 10^s; And that all the said articles were by way of execution issuing out of this noble court of Admiralty delivered to John Bytham sergeant at arms of our lord the king by Indentures made between him and Thomas Galy. And that all these matters and each of them by itself are true the said defendant is ready to prove as the court shall order.

And thereupon the party of the said John Sampson prayed that proof should be made of his aforesaid pleading. And because certain witnesses whom he intended to produce in that behalf were in distant parts he prayed for a commission to the parts of Plymouth and Plympton. And thereupon at the same place it was decreed that the said John Sampson should prove his pleading by him above set forth; And a commission was granted to him to the parts

1.
Sampson
c.
Curteya.
Supra, pp.
11, 12.

¹ 'Gynglez.'

⁴ 'Pelez' (?).

² 'Chausea.'

³ 'Curtyns.'

⁵ 'Chaperons.'

⁶ 'Solailles.'

1.
Sampson
c.
Curteys.
Supra, pp.
12, 13.

of Plymouth and Plympton addressed to John Martyn the prior of Plympton and to Maurice Berde; And the tenor of the commission follows in these words:

John Earl of Huntingdon Admiral of our lord the king of England in the Western parts to all to whom these present letters shall come Greeting: Know ye that we have ordained and by these presents appoint the venerable father in the Lord John prior of Plympton and our beloved John Martyn Esquire and Maurice Berd of Plymouth our special commissioners to admit [and] to receive all and singular the witnesses whom the party of John Sampson of Plymouth the younger shall wish to produce before them about the feast of the nativity of Saint John the Baptist in a certain maritime cause above set forth brought against John Curteys of Lostwithiel; and that such witnesses should be duly examined upon the articles before named; and that their attestations should in due form be transmitted to us and to our court, sealed up with their seals, to the Wool Key at London nigh to the flow of the sea, at the feast called Ad Vincula of Saint Peter; and [that] the tenor of this our order be at the same place and time distinctly and clearly notified to us under your seals. In witness whereof we have caused to be affixed to these presents the seal of our office Given at Fowey on the first day of April in the 14th year of the reign of King Richard the Second.

And afterwards the party of the said John Curteys prayed that he might prove his aforesaid pleading in justification by him above set forth; and he also prayed that a commission [should issue] to the parts of Lostwithiel and Bodmin, because certain witnesses whom he intended to produce in this behalf were in distant parts. And thereupon it was decreed that the said John Curteys should prove his aforesaid pleading in justification; and a commission was granted him [to issue] to the parts of Lostwithiel and Bodmin, addressed to the prior of Bodmin and to John Moill [?]; And the tenor of it follows in these words:

John Earl of Huntingdon Admiral of our lord the king of England in the Western parts to all to whom these present letters shall come Greeting: Know ye that we have ordained and by these presents appoint the venerable father in the Lord the prior of Bodmin and John Moill our special commissioners to admit [and] to receive all and singular the witnesses whom the party of John Curteys of Lostwithiel shall wish to produce before them about the feast of the nativity of Saint John the Baptist in a certain maritime cause in justification by the said John Curteys above set forth and brought against John Sampson the younger of Plymouth and that such witnesses be duly examined upon the beforenamed articles, and that their attestations be in due form transmitted to us and to our court sealed up with their [the commissioners'] seals to the Wool Key at London nigh to the flow of the sea, at the feast called Ad Vincula of Saint Peter, [and] that the tenor of this our order be distinctly and clearly notified at the same place and time under your seals. In witness whereof we have caused [?] to be affixed to these presents the seal of our office. Given at Fowey on the first day of April in the 14th year of the reign of King Richard the Second. So that the aforesaid commissioners should transmit [the attestations of] the witnesses to be produced for either party at the feast called Ad Vincula of Saint Peter to the Wool Key at London before Nicholas Clyfton Sub-Admiral of the aforesaid Admiral.

1.
Sampson
c.
Curteys.
Supra, p. 11.

And on that day the party of the said John Sampson came before the aforesaid Sub-Admiral with a transmission of [the attestations of] the witnesses produced and examined on his behalf enclosed and sealed under the seals of the said prior of Plympton John Martyn and Maurice Berd; and at the same time and place presented the same transmission to the court. And the said Sub-Admiral at the same time and place admitted the same transmission and opened it. And the tenor thereof follows in these words:

To the most noble lord et cetera.¹

¹ Sic.

1.
Sampson
v.
Curteys.
Supra, p. 14.

To the most noble lord John Earl of Huntingdon Admiral of our lord the king of England in the Western parts: we his humble and devoted John prior of Plympton John Martyn and Maurice Berd send all reverence with honour; we have received your honoured commission on the tenth day next before the feast of Saint Barnabas the apostle in the fourteenth year of the reign of King Richard the Second in these words: (*The commission is here set out as above totidem verbis; the process then continues as follows:*)

By virtue of which commission on the Friday then next following we caused the aforesaid John Sampson to be summoned to the chapel of the blessed Mary situated in the precincts of the priory of the canons of Plympton to adduce produce and exhibit then and there his proper witnesses if he should have any ready in the cause aforesaid. And he John Sampson on the said day in the said year and at the said place produced the witnesses undersigned; and again on the Friday of the vigil of the nativity of Saint John the Baptist then next following he produced before us at Warle the rest of the witnesses undersigned, as hereunder appears. And in witness thereof as well our seals as the seals of the undersigned witnesses were affixed to these presents. And so we have fulfilled the office of our commission to the best of our power.

The first examination of the witnesses of John Sampson of Plymouth the younger, the plaintiff, had in the chapel of the blessed Mary situated in the precincts of the priory of the canons of Plympton upon the Thursday next before the feast of Saint Barnabas the Apostle in the 14th year of the reign of King Richard the Second after the conquest of England by us John prior of the said priory and John Martyn Esquire and Maurice Berd of Plymouth, the commissioners in this behalf of the most noble lord John Earl of Huntingdon, Admiral of our lord the king towards the Southern and Western parts of England, upon certain articles and depositions laid and made by the aforesaid John Sampson against John Curteys of Lostwithiel defendant

touching a plea of trespass and in the court of the said lord Admiral, even to the examination of witnesses. . . .¹

1.
Sampson
C.
Curteys.
Supra, p. 15.

William Berd of Plymouth, the first witness, being of free condition and of the age of 80 years and upwards, as he says, having been sworn and carefully examined and questioned, says that on the Friday next after the feast of St. Valentine the Martyr in the year last past, that is to say in the 14th year of the reign of King Richard the Second after the conquest of England, he was present at Plymouth and saw that the aforesaid John Sampson did there freight a crayer of Brittany and at the same place and on the same day in the same year did lade on board the same crayer one bale of woollen cloth of the value of 10 marks of silver, as the deponent says, one chest containing all the goods described below and many other goods, to wit, six score franks of gold of the value of 20 lbs. of silver, as the deponent says, one long skirt of green silk and cloth of gold woven with . . .² of the value of 10 marks of silver, as the deponent says, two doublets of silk and cloth of gold of the value of 40 shillings, as the deponent says, nine pairs of linen sheets of the value of 9 marks of silver, as the deponent says, four pairs of embroidered stockings of scarlet of the value of 2 marks, as the deponent says, one dagger inlaid with silver of the value of 4 marks of silver, as the deponent says, and one girdle . . .³ with silver of the value of 40 shillings, as the deponent says; And the deponent says that he was himself present when all these goods and some others were placed in the said chest and that he assisted to place all these things into the said chest; and that he was present and saw when the said bale and chest together with all the aforesaid goods were laden on board the said crayer, and also when the said crayer sailed with the bale of cloth and the chest and with all the aforesaid goods [in it] from the port of Plymouth towards Lostwithiel. And the deponent also says that on the Sunday then next following he came to Lostwithiel for certain business of his own which he had to do there, and saw the said crayer had arrived

¹ A word illegible.

² 'Cristegray.'

³ 'Stipatam.'

1.
Sampson
c.
Curteys.
Supra, p. 16.

there, and saw that then John Curteys of Lostwithiel [seized the said bale and chest with the aforesaid goods in it within the floodmark there in the said crayer and] ¹ without process of law or any reasonable cause caused them to be carried to his house. And the witness now deposing also says that he well knows that the said John Curteys on the same night following without process of law or any reasonable cause broke open the said chest and took out of it all the goods before specified and disposed of the same bale and goods according to his own pleasure, because upon the morrow, to wit, upon the Monday next following, many trustworthy neighbours of the aforesaid John Curteys and the master and mariners of the aforesaid crayer told him that upon the same night the said John Curteys had broken open the said chest and had taken out of it all the goods aforesaid. And the public voice and report was and still is loud [to that effect], as the deponent says. And the deponent says that he had not been corrupted either by prayer or bribe.

[Here follow the depositions of seven other witnesses, Willielmus Solledon, Radulfus Crabbe, Johannes Coke, Johannes Hampton, and (at a second examination), Richardus Drake, John Graveston, and Robertus Robyn, all of whom depose in almost the same words to the seizure of the goods *intra lez flodmerkes* by Curteys. The process then continues:]

And then at the same place the party of the said John Curteys, being summoned [to appear] with the transmission of [the depositions of] his witnesses produced and examined on his behalf, appeared, and at the same time and place presented to the court a transmission of the [depositions of of the] witnesses produced and examined on his behalf before the aforesaid Sub-Admiral. But this transmission the aforesaid Sub-Admiral has in his own possession; and the same Sub-Admiral is away in distant parts, and therefore is not able to deliver up the transmission of the said John Curteys without reasonable time [being given him]. And in witness of this record the seal of the aforesaid Admiral

¹ These words, which appear in the depositions of other witnesses, have fallen out.

is appended. And this record is transmitted by the same Admiral by virtue of the enclosed writ. Given on the twentieth day of July in the sixteenth year of the reign of King Richard the Second.

1.
Sampson
c.
Curteys.
Supra, p. 17.

GERNESEY c. HENTON (*supra*, p. 17).

Henry by the grace of God king of England and lord of Ireland to his Admiral in the Western parts and to his lieutenant Greeting: Being minded for certain reasons to have more sure information touching the tenor of a certain libel propounded by John Gernesey against John Henton of Bridgewater before William Thomer late commissary of John of Holand late Earl [of] Huntingdon late admiral of King Richard the Second since the Conquest late king of England in the Western and Southern parts of our realm of England, [and] of an exemplification of the record and process of a certain sentence passed by the aforesaid late commissary against the aforesaid John Henton in the court of the aforesaid Admiralty, and of a certain appeal made therefrom to the hearing of the aforesaid late Admiral by the aforesaid John Henton, [and] of a certain petition exhibited to the aforesaid late Admiral by the aforesaid John Henton in this behalf, and of a certain report of a reference afterwards made by order of us and of our council, [and] of a certain writ of ours addressed to our late Admiral in the parts aforesaid or to his lieutenant there, and of a certain process by reason of our aforesaid writ in that behalf had before you or the late Admiral; We command you that without delay you send the tenors aforesaid to us into our Chancery distinctly and openly [sealed] with the seal of your aforesaid Admiralty together with this writ; Witness myself at Westminster the 10th day of December in the fifth year of our reign.

2.
Gernesey
c.
Henton.
Supra, p. 20.

(*Endorsed*) To the most excellent prince the lord king of England and France and lord of Ireland Thomas lord of Berkley Admiral in the Western parts of England: I have received [?] your royal writ called *certiorari* lately addressed to me in these words [?] Henry etc. [And I have caused (?)]

2. to be transmitted into your Chancery all and singular the
Gernesey
c.
Henton.
Supra, p. 21. matters contained in the said writ together with the said writ
annexed and sealed with the seal of [my] office of Admiralty.

The roll begins as follows :

. . . The acts and evidences of the Court of Admiralty in
the time of Earl [of] Huntingdon on behalf of John Henton :

. . . To you the prudent William Thomer, commissary
of the lord the Earl [of] Huntingdon Admiral in the Western
and Southern parts of the realm of England in this behalf
appointed John Gernesey says and propounds in law against
John Henton of Bridgewater and against whosoever shall
lawfully appear before you for the same [John Henton as
follows] : That the aforesaid John Henton on the Monday
next after the feast of Trinity in the seventh year of the
reign of King Richard the Second sixteen pounds in money
of the goods and chattels of the said John Gernesey within
the flow of the western sea and also subsequently sixteen
shillings sterling for salt bought from the aforesaid John
Gernesey at Lougharis [?] situated within the limits and
flow of the aforesaid western sea, [and] afterwards thirty
shillings for herrings [bought from the said John Gernesey]
and four pounds for [?] freight of two lasts of herrings
bought within the flow of the same sea, [all] owed by the
said John Henton to the said John Gernesey, took and
carried away detained and detains wrongfully [and] to the
prejudice and damage of the said John Gernesey, to the
estimated amount of £42 ; And all and singular these things
are true public notorious and well known. Wherefore
having made oath as required in that behalf the said John
of Gernesey prays that the aforesaid John Henton be con-
demned to pay to the party of the said John Gernesey the
said £24 10s. sterling and also the damages of the said
John Gernesey with interest, and that he be condemned to
be compelled to pay all and singular the same [damages
and interest] ; And that such further things be done and
such further order and decree be made in the premises as
shall be of right in the Court of Admiralty and as [the
court] shall in that behalf determine. And these things

. the said John Gernesey propounds and prays may be done jointly and severally, without prejudice to the benefit of the law in all things and at all times.

2.
Gernesey
c.
Henton.
Supra, p. 22.

John Holand Earl [of] Huntingdon, Admiral of our lord the king of England in the Western parts to all to whom these present letters shall come Greeting: Know ye that we have examined the record and process of our maritime court held at Bridgewater before William Tomere our substitute and deputy there on the 20th day of August in the twelfth year of the reign of our lord the king aforesaid, in which it is found that John Gernesey complains of John Henton of Bridgewater in ~~a plea of debt~~ for the freight of salt and herrings bought at Lougharis on the sea, as is more fully specified in the libel of the said John Gernesey; for all and singular which [claims] the same lieutenant gave judgment in favour of the same John Gernesey together with his damages and costs; But that the same John Henton forthwith appealed to the hearing of the said lord Admiral; Notwithstanding which appeal being made one John Kedewelly as officer of the said William Thomer executed the said judgment; And thereupon the said John Henton exhibited before the said lord Admiral a general release from all actions under the seal of the said John Gernesey and alleged that our aforesaid lieutenant had no power to determine maritime causes; And thereupon having inspected heard and understood our register [we find that] it is therein contained that the same William Thomer our lieutenant aforesaid had no power to determine maritime causes; And therefore it was determined by the Court that the judgment [of Thomer should] be annulled and be of no effect; Nevertheless a diffinitive sentence was passed in favour of the said John Henton [for recovery of] all the goods and chattels received by the said John Kedewelly by virtue of the judgment and execution levied by the aforesaid William Thomer our lieutenant together with damages and expenses as [in the said register] more fully appears. In witness whereof we have caused these our letters patent to be exemplified [and] sealed with the seal

2.
 Gernesey
 c.
 Henton.
Supra, p. 23.

of our office. Given at London on the 12th day of May in the fourteenth year of the reign of king Richard the Second.

To the most honourable and most noble lord Earl of Huntingdon Admiral of England sheweth and propounds your poor petitioner John Henton of Bridgewater that whereas a suit touching maritime law was instituted before William Thomer of the town aforesaid, your pretended commissary in this cause, between one John Gernesey of the one part and the said John Henton of the other part and a sentence was given for the said plaintiff against the said defendant; And [whereas] also in fact the cause in which sentence was [given as aforesaid] was duly appealed by the said John Henton defendant to you my most honourable lord; And afterwards the said sentence [passed] by your pretended commissary under colour of execution of the said sentence was annulled, as aforesaid; And whereas your pretended officer in that behalf whilst the said appeal was pending and not [yet] heard entered the house of the said John Henton by mining [?]¹ and other devices, and the goods of the said John [to the value of] £100 against right and the law of the sea took from out of it; And for these things the said John prays and demands justice to be done him and a remedy [to be provided] by your most gracious lordship in the way of charity. And all the things aforesaid he shows himself ready to prove according to your order and command. Sureties for prosecuting

THOMAS DE BROKBURTON
 and THOMAS CROCKHORNE.

The truth of the fact . . . is as follows: Before suit or controversy was instituted between one John Gernesey plaintiff of the one part and John Henton defendant of the other part in the court of Admiralty before William Thomer lieutenant of John Holland in the Western parts for that one John Henton £16 of the goods and chattels of him John Gernesey in money at Lowaris within the bounds and flow of the sea, and certain other sums of money of the

¹ Qy. 'myne.'

aforesaid John Gernesey [owing to him by the said John Henton] for provisions, took and carried away and detained; And in this cause the aforesaid William Thomer passed a diffinitive sentence in favour of the party of the said John Gernesey against the party of the said John Henton unjustly, inasmuch as the same John Henton produced before us an acquittance in this behalf made to him by the aforesaid John Gernesey; And from this sentence as having been unjustly passed the aforesaid John Henton lawfully appealed; And while this appeal was pending and undetermined one John Kydewelly the officer of the aforesaid court under colour of a certain order that (as it is said) issued from the same court took and carried away and unjustly detained divers goods and chattels of the aforesaid John Henton of no small value as will appear below; And subsequently the aforesaid sentence passed by William Thomer was reversed and entirely annulled by Master William Mennessé the lieutenant of the Admiral, and [the said William Mennessé] condemned the aforesaid John Kedewelly and William Thomer and Thomas Grunte sureties for the said John Kedewelly in certain sums of money by reason of the carrying away and detention of the aforesaid goods, namely in £287; And from this sentence or judgment the aforesaid John Kedewelly, as he asserted, appealed to the hearing of Richard of revered memory king of England; and that appeal and [the appeal in] the principal matter were referred to the dean of Wells and Baldwin Malet knight; And subsequently the aforesaid John Henton for certain good causes appealed from [the appointment of (?)] them the dean and the knight to the said lord the king and to his hearing; And this cause of appeal and [the appeal in] the principal matter were referred to the lord William Beauchamp knight and master John Barnet knight and certain other commissioners, with [the insertion of] the clause 'That you or [any] two of you jointly &c.'; And a second time on behalf of the said John Kedewelly appeal was made from [the appointment of] those Commissioners to the said king and to his hearing, as it is said; And the appeal cause

2.
Gernesey
c.
Henton.
Supra, p. 24.

2.
Gerneseey
c.
Henton.
Supra, p. 25.

and also [the appeal in] the principal matter were by the aforesaid lord the king of good memory referred to Michael Serieaux Dean of Arches in London ; And to him Michael Serieaux a prohibition from the King's [Bench] was sent at the instance of the aforesaid Kedewelly the appellant, [ordering] that he should not proceed further in the aforesaid cause ; And afterwards a consultation of the King's [Bench] was obtained by the aforesaid John Henton upon consideration by all the Justices, to the effect that the said Michael Serieaux should proceed ; And he the said master Michael Serieaux proceeding together with his associates in the said cause remitted the aforesaid cause to the aforesaid Sir William [Beuchamp] and John Barnet together with their judgment condemning [Kedewelly] in costs, namely [in the sum of] £25 ; And because the other [commissioners] named in the said writ of the king were not [then] in the parts [of the West (?)] with the aforesaid John Barnet, therefore the aforesaid lord our king appointed in the place of the commissioners who were absent master Michael Serieaux aforesaid ; And they, master John Barnet and the aforesaid Michael [Serieaux], affirmed the sentence passed by master William Menesse and condemned him John Kedewelly in costs to the amount of £100 ; And from this sentence the said John Kedewelly feigned that he appealed, whereas of right he could not appeal, and he procured another commission to be issued to certain judges ; [And] the aforesaid John Henton perceiving the premises petitioned the lord the king to recall the commission so last granted by him ; And he the lord the king referred the premises to his council ; And the council referred them to Michael Richard Ronkhale ; And afterwards our lord the present king referred the same matter to Sir John Sharle and Michael Richard Ronkhale aforesaid [or either of them] jointly and severally to discuss and decide upon the validity of the said commission ; And it is most true that the aforesaid John Kedewelly had never prosecuted the appeal in the principal matter interposed by him, nor has he proved it, but by divers prohibitions from the King's

[Bench] has obstructed his own appeals, and so he cannot be benefited by any appeal interposed by him; And it being admitted that he has twice appealed, inasmuch as he has appealed, as he asserts, [and] as has been shown above, a third time, he could not appeal a third time; And so the commission last obtained is invalid, by reason that it was obtained upon the third appeal of him John Kedewelly. Thus as it appears of good and right conscience the said last commission should be recalled and execution of the diffinitive sentence aforesaid should be demanded, that is to say of the sentence passed as aforesaid by them master William Menesse master John Barnet and Michael Serieaux.

2.
Gernessey
c.
Henton.
Supra, p. 26.

Whereupon our lord the present king commanded his writ [to be sent] to the lord Thomas Kempston his Admiral in the Western parts of England to issue execution upon a certain sentence before passed in the court of Admiralty in favour of John Henton and against John Kedewelly, and the tenor of the writ runs as follows:

Henry by the grace of God king of England and France and lord of Ireland to his Admiral in the Western parts or to his lieutenant Greeting: We send you under our seal at the foot thereof certain acts evidences and memoranda touching certain diffinitive sentences passed in favour of John Henton specified in the same acts evidences and memoranda, together with a certain report of references in that behalf afterwards had by the order of us and of our council, commanding you under our seal at the foot thereof that after examination of such acts evidences memoranda and of the aforesaid report and after information and diligent deliberation had you cause to be done and exhibited to the same John [Henton] upon his sentences aforesaid that which justice shall require and ought justly and duly to be done according to the form tenor and effect of the sentences acts memoranda and report aforesaid. Witness myself at Westminster the 26th day of April in the third year of our reign.

And by virtue of this writ we have forwarded oftentimes several orders to divers Sheriffs to make execution in this behalf as should be right; namely to the said John Berkeley knight

2. during the time of his [Admiralty], to Richard Boyton gentleman, and to John Luterell knight; and no one of them have we found to certify to us or in due form to . . . our order.
- Gernesey
c.
Henton.
Supra, p. 26.

KYRKBY c. BARFOOTE (*supra*, p. 27).

3. Henry the Eighth by the grace of God king of England and France Defender of the Faith and Lord of Ireland To you our beloved Arthur Plantagenet Viscount Lisle Lieutenant and Vice-Admiral of our most beloved Henry Duke of Richmond and Somerset and Earl of Nottingham High Admiral of England Wales Ireland Gascony Normandy and Aquitaine or to his Official or Commissary-General in this behalf or other judge or judges competent in this behalf and to all and every of you Greeting: Whereas in the statute promulgated in the parliament held at Westminster in the fifteenth year of Richard the Second after the Conquest lord king of England amongst other things it was declared ordained and determined that concerning all contracts pleas and complaints and concerning all other things done or arising within the bodies of counties as well by land as by water and also concerning wreck of the sea the Admiral's Court should have no cognisance power nor jurisdiction but that all such contracts pleas and complaints and all other things arising within the bodies of counties as well by land as by water and also wreck of the sea should be tried determined discussed and remedied by the laws of the land and not before the Admiral nor by the Admiral nor his lieutenant in any way whatsoever; And now we understand that you not weighing the same statute are holding before you a certain plea or business between Robert Kyrkby citizen and merchant tailor of London gentleman and Robert Barfoote owner and proprietor of certain goods, to wit, oil and soap in a ship called the 'Erasmus' of Erith and William Hood the detainer of certain wares in a certain ship called the 'Mary Grace' of London (as it is suggested) arrested respectively on two several occasions at the instance of the said Robert Kyrkby by authority of the
- Kyrkby
c.
Barfoote.
Supra, p. 27.

said court in the matter of two contracts plaints and other things done and arising within the body of our county or city of London, and are constraining them Robert Barfoote and William Hood to make answer to the aforesaid Robert Kyrkby before you in the court of Admiralty aforesaid; And by reason thereof in manifold ways vex them unjustly, to the no small damage and grievance of them Robert Barfoote and William Hood and against the form of the statute aforesaid; Therefore we prohibit you and each of you that you do no further constrain them Robert Barfoote and William Hood or either of them to make answer in the aforesaid court of Admiralty before you or any of you by reason or on account of the aforesaid contract or plaint; And [we prohibit you] from holding before you or any of you plea concerning the aforesaid contract and plaint under any pretext whatsoever, and from in any manner attempting anything that may tend to the contempt of us or in any way to the prejudice of them Robert Barfoote and William Hood, under peril of incurring the penalty [due to] violators of our law; And if you have fulminated any sentence judgment or decree against them Robert Barfoote and William Hood in respect of the premises [We command you to] wholly absolve and exonerate them from the same at your imminent peril. Witness J. Fitzjames at Westminster the 23rd day of November in the nineteenth year of our reign.

By the court

ROOPER.

CHAPILION c. BYRD (*supra*, p. 29).

In the name of God Amen Before you the noble and famous lord Arthur Plantagenet Viscount Lisle Vice-Admiral of our all-powerful and illustrious lord Henry Duke of Richmond and Somerset Earl of Nottingham High Admiral of England Wales Ireland Gascony and Aquitaine and also specially appointed for the settlement of all causes of spoil upon the sea within the jurisdiction of the Admiralty of England during the continuance of the league duly and lawfully entered into

3.
Kyrkby
c.
Barfoote.
Supra, p. 27.

5.
Chapilion
c.
Byrd.
Supra, p. 30.

5.
Chapillon
c.
Byrd.
Supra, p. 80.

and contracted between the most Serene Princes to wit the kings of England and of the French or before your lieutenant or commissary of the court of Admiralty competent in that behalf, whoever he be, the party of the honourable persons Peter Chapillon Peter Gramount Stephen de Cause and William Maeys merchants of Bourdeaux against Alexander Byrd otherwise Byrte of the county of Devon notoriously subject to your jurisdiction and also against whosoever shall lawfully intervene on his behalf before you in court by way of summary article or summary petition says alleges and in this writing propounds in law articulately as follows :

1. First that the aforesaid complainants above named in the months of November December January February [and] March in the year of our Lord 1526 or in one or some of the same months in the port of Bordeaux freighted and loaded a certain ship called the 'Reyngnye de luture' [?] of Brittany of which was master under God one Jacob Bealacon with 55 tuns of Gascon wine or so caused her to be freighted and loaded. And he propounds [the premises] severally and separately.

2. Also that the aforesaid complainants or their factors and agents and the said ship-master with the aforesaid ship and wines were about to sail towards the aforesaid port of Chepstow in Wales or at least to Scotland, and accordingly in the said months or one of them they were navigating and sailing towards the said places. And he propounds [the premises] severally and separately.

3. Also at the time of the same navigation and voyage the owner and master of the ship libellate together with the wines aforesaid was compelled and was driven by a black and terrible storm and strong winds to put into a port called Ilfracombe in Devonshire aforesaid and to a haven and roadstead there [?] for the safety of himself and his men and of the ship and wine sued for, and accordingly they came and put into the said port of Ilfracombe by reason of such storm and wind as aforesaid. And he propounds [the premises] severally and separately.

4. Also that the said ship-master with his ship and

wines remained in the said port for the space of 10 or 12 days detained by weather and waiting for a fair wind and for a pilot or steersman [?]. And he hired such pilot or steersman for a sum agreed on to conduct the aforesaid ship from the port of Ilfracombe to the aforesaid port of Chepstow in Wales or to Scotland. And he propounds [the premises] severally and separately.

5.
Chapillon
c.
Byrd.
Supra, p. 31.

5. Also that the said Alexander Byrde otherwise Byrte in the months and year aforesaid or in some or one of the same months forcibly and with arms and violence attacked the aforesaid ship so laden with wines as aforesaid as she was riding in the port of Ilfracombe aforesaid within the jurisdiction of the Admiralty of England detained by bad weather as aforesaid together with her lading of wine, and the aforesaid [55] tuns of Gascon wine (and he propounds every smaller number of such tuns of wine as aforesaid even to 10 tuns and such number of tuns as shall be proved in the course of this suit) against the will of the aforesaid complainants and of the ship-master libellate and of the mariners and men in the same ship violently against equity right and justice took and carried away or caused and ordered to be taken and carried away, and as well the owners of the aforesaid tuns of wine as also those in possession of the same by themselves or their agents at the time and place aforesaid of the same wines deprived robbed and spoiled. And he propounds [the premises] severally and separately.

6. Also that the said Alexander, not content with the aforesaid wrong, after and beyond the violence and spoil [aforesaid] detained and caused and commanded the aforesaid ship so spoiled to remain in the aforesaid harbour of Ilfracombe by force and violence for the space of 10 or 12 weeks for no lawful cause to the great prejudice and hurt of the said complainants and of the men on board her. And he propounds [the premises] severally and separately.

7. Also that [the value of] the aforesaid 55 tuns of wine at the time of this spoiling and robbery amounted by common estimation to the sum or value of 800 pounds

5.
Chapillon
&
Byrd.
Supra, p. 32.

sterling; (and the party of the said complainants propounds every less sum to the sum of £20 and so great and such a sum as shall turn out to be declared and proved in the result of this case by lawful proofs). And he propounds [the premises] severally and separately.

8. Also that the said complainants at the time of this spoil libellate were the true owners and proprietors of the aforesaid wines on board the said ship and for such were reputed called held and named openly publicly and notoriously. And he propounds [the premises] severally and separately.

9. Also that the aforesaid Alexander was lawfully required and asked on behalf of the said complainants, or some one of them to restore and deliver up the aforesaid wines so as aforesaid taken carried off and spoiled by him and his accomplices; and when so asked and required he refused and declined to do so or to do anything of the sort, or at least delayed and still delays to do so. And he propounds as aforesaid.

10. Also that the said Alexander is of the county of Devon, and is notoriously subject and liable to your jurisdiction in this behalf. And he propounds as above.

11. Also that complaint was and is duly and lawfully made on behalf of the said complainants of and concerning the premises to you the judge competent in that behalf, and specially deputed as aforesaid and to your court of Admiralty. And he propounds as aforesaid.

12. Also that all and singular the premises were and are true public notorious manifest alike and well known and concerning the same the public voice and report have been loud and clear. Wherefore having made oath as required by law in this behalf according to the requirement of law the party of the said complainants asks that right and justice be done and given to him in the premises; and that the said complainants respectively [may be declared] to have been the owners and proprietors and possessors of the said wines at the time of the aforesaid spoil and to be so [now]; and also that the said Alexander forcibly attacked the aforesaid ship and the same wrongfully spoiled of the aforesaid tuns

of wine and the same wines against the will of the aforesaid complainants and of the other men and mariners on board the same ship at that time took and carried away; And that he Alexander may be duly condemned in the said wines and that he be condemned to make restitution of the same if they are in existence and if not in their true value together with the damages and costs that these complainants have sustained by reason of the matter and that have to be borne [by them] with interest thereon; And that being so condemned he may be obliged and compelled to make due payment and restitution of the same by you and by your diffinitive sentence or final decree, O judge aforesaid; And that such further things be done and such further order made in the premises as shall be right and equitable; And the same party propounds [the premises] jointly and severally, not binding himself to proof of all and singular the premises but so far only as [advantageeth him?], humbly craving the benefit of your office.

5.
Chapillon
c.
Byrd.
Supra, p. 33.

Precept to arrest Byrd, and supersedeas, *supra*, p. 88.

Henry the Eighth by the grace of God king of England and France defender of the faith and lord of Ireland to his most beloved and faithful Arthur Plantagenet Viscount Lisle lieutenant and Vice-Admiral of the most powerful lord Henry Duke of Richmond and Somerset and Earl of Nottingham our High Admiral of England Wales Ireland Gascony Normandy and Aquitaine and also to John Tregonwell doctor of civil law and judge of the Court of Admiralty and to each of them Greeting: We command you that you have the body of Alexander Birt of Pylton in the county of Devon gentleman otherwise called Alexander Birt of Barnstaple in the county of Devon [now] detained in our prison under your custody or under the custody of some mayor sheriff bailiff water constable or officer or officers of ours wheresoever on land or by sea in this the aforesaid jurisdiction of the Duke the High Admiral aforesaid or within your jurisdiction by virtue of his commission directed and granted to you in that behalf they be appointed or under

5.
Chapillon
c.
Byrd.
Supra, p. 34.

the custody of some one of such officers by whatsoever name or additional name or description the same Alexander is known before the Barons of our Exchequer at Westminster on Monday the 23rd day of the present month of November together with the cause of his arrest and the place where he was arrested and the day of the arrest and detention of the same Alexander in the prison aforesaid to make satisfaction to us for £39 2 6 chargeable to him touching the half of the price of 51 casks of Gascon wine lately of the goods and chattels of William Rouland Stephen de la Cawe Peter Gramound and Peter Sepellion merchant strangers of Bourdeaux by him Alexander Birt lately seised and arrested as forfeited goods belonging to our use whereof satisfaction has not yet been made to us; And that meanwhile you altogether stay all process and claim whatsoever made in a civil and maritime cause pending before you in your Court of Admiralty against the same Alexander Birt. Witness Richard Broke knight at Westminster the 16th day of November in the 20th year of our reign. By the memorandum roll of the 19th year of the king the recognizances of this Easter on the ninth roll and by the Barons

WALSH [?]

The following is a translation of the recognisance upon the Memorandum Roll of this date :

Devonshire. Be it remembered that Alexander Birt of Pylton in the county of Devon gentleman and Henry Hill of Huddescote in the same county [sergeant] at arms of our lord the king and Robert Bury of Eggesford in the same county gentleman came before the Barons of this Exchequer on the fourth day of June in this term in their proper persons and acknowledged themselves bound to pay to our lord the king eighty pounds sterling at the feast of the nativity of St. John the Baptist next ensuing And in default thereof they grant for themselves their heirs and executors that the Barons of this Exchequer may cause the same sum to be raised out of the lands and tenements of them or either of them of which they or any of them or any one else are or is at present seised to their or any of their use and out of the goods and chattels of them or either of them to whosever hands the same shall come.

Also Be it remembered that the above recognizance is upon

this condition namely that if the aforesaid Alexander pay or cause to be paid to our lord the king thirty nine pounds two shillings and six pence for half the value of 40 tuns of Gascony wine lately seised and arrested by him Alexander to the use of our lord the King in case the same 40 tuns of wine be hereafter adjudicated to be forfeited to the said lord the king before the octave of St. Martin in the winter next ensuing after judgment given thereupon, but in case the same 40 tuns of wine shall not be adjudged to be forfeited to our lord the King, then if the same Alexander pay or cause to be paid to the owner or owners of the aforesaid wines £78 5 0 within six weeks next ensuing after judgment given in that behalf by this court discharging the same Alexander therefrom as respects our lord the king, that then the aforesaid recognizance shall be void, but otherwise it shall remain in full force and effect.

5.
Chapillon
&
Byrd.

FULLER c. THORNE (*supra*, p. 38).

In the name of God Amen. Before you the noble and powerful man lord Thomas Duke of Norfolk High Treasurer of England and Earl Marshal of the same Vice-Admiral or lieutenant of the most powerful and illustrious man the lord lord Henry Duke of Richmond and Somerset and Earl of Nottingham and High Admiral of England Wales Ireland Gascony Normandy and Aquitaine or to your Commissary of the principal court of the Admiralty or to other the judge competent in this behalf whosoever he be the party of the upright man Thomas Fuller merchant of the staple of the town of Calais against certain goods or merchandise two dry fatts together with a hogshead and a basket lately belonging and appertaining to one Thomas Thorne haberdasher of the city of London arrested in a certain ship commonly called the Petty Salman at the instance of him Thomas Fuller within your maritime jurisdiction and against the same Thomas Thorne and any other person whomsoever lawfully appearing before you on behalf of them or any of them by way of summary petition or summary article says alleges and in this writing in law propounds: That the aforesaid Thomas Thorne upon a civil and maritime contract entered into had and made

8.
Fuller
c.
Thorne.
Supra, p. 38.

8.
Fuller
c.
Thorne.
Supra, p. 39.

between him and the same Thomas Fuller owed and still owes to the same Thomas Fuller the sum of ten pounds sterling as by letters obligatory thereon had and subscribed by the hand of him Thomas Thorne and sealed with his seal witnessing and proving the aforesaid debt and acknowledged and confessed by him and by other lawful proofs in the result of this suit will clearly be proved; Which sum of ten pounds the same Thomas although he has been often and urgently asked by and on behalf of the said Thomas Fuller to do so has hitherto not paid or satisfied but has refused to pay or satisfy; Wherefore the same Thomas Fuller, having no other hope of recovering the said sum except by being put by first decree into possession of the said goods or merchandise namely two dry fatts together with a hogshead and basket found and discovered in the aforesaid ship within your maritime jurisdiction, seeks [to have the same] by your lawful authority arrested for the aforesaid sum owing; And moreover he [Fuller] has procured and caused to be cited to appear before you, lord judge aforesaid, at a fixed day or fixed days and at the proper place according to the custom style habit and practice of your said court as well the said Thomas Thorne in particular as in general all other persons whomsoever pretending to have right or interest in the such goods and merchandise to make answer to the aforesaid Thomas Fuller touching justice in a cause civil and maritime; Nevertheless neither the aforesaid Thomas Thorne nor the other persons so cited to protect such goods or merchandise or to appear within such period and at such place [as aforesaid] has or have been careful to appear or has or have refused to appear or to answer your citation, or they have delayed longer than is right, and so the said Thomas Thorne has refused and delayed, and by pertinaciously incurring certain contumacies and particularly four defaults they incur [the same], and so the said Thomas incurs [the same defaults]; And all and singular the premises were and are true public notorious manifest and well known; Wherefore having made oath as required by law the party of

Thomas Fuller prays that it be declared and decreed that the aforesaid Thomas Thorne in particular and in general all other persons pretending to have right or interest in the said goods or merchandise contumaciously incur the four defaults aforesaid and that they have been contumacious, and that by reason of the premises the said Thomas Fuller or his proctor shall be and be effectively by first decree put into possession of the said goods or merchandise arrested as aforesaid according to the amount of his debt claimed and declared, if their value amounts to the same, and if not so far as such goods and merchandise suffice, according to the maritime laws and customs hitherto in use and observed, together with the damages and costs which the said Thomas Thorne has sustained and sustains in this behalf; And that it be also decreed that the goods or merchandise shall be and be actually appraised; And that it be further done determined and decreed in the premises and the circumstances attending the same according to justice and equity; And these things the party of the aforesaid Thomas Fuller propounds and prays to be done jointly and severally, not binding himself to proof of all and singular the premises nor to all superfluous proofs touching that of which he protests; But may he [Fuller] be granted his prayer so far as he shall make proof of the premises; saving always the benefit of justice in all things and humbly praying for the benefit of your office, lord judge aforesaid.

(*Endorsed.*) Thomas Fuller against Thomas Thorne and his goods arrested. Fuller's article upon first decree.

On the morrow of [the feast of] Cedde bishop, to wit on the third day of the month of March in the year of our lord 1533 and in the twenty-fifth year of the reign of King Hen. VIII by Huse in the presence of Master John Kydd.

8.
Fuller
c.
Thorne.
Supra, p. 40.

DALE c. THORNE (*supra*, p. 41).

In the name of God Amen. The merits and circumstances of a certain civil or maritime cause that is being tried and is pending undecided before us in the principal

9.
Dale
c.
Thorne.
Supra, p. 41.

9.
Dale
c.
Thorne.
Supra, p. 42.

court of Admiralty of England between Matthew Dale citizen and haberdasher of London plaintiff of the one part and Thomas Thorne also citizen and haberdasher of the same city of London defendant of the other part having been heard seen and understood and fully discussed by us John Tregonwell doctor of laws Commissary and Principal Official in his principal court of the Admiralty of England of the noble and most powerful lord lord Thomas duke of Norfolk High Treasurer of England and Earl Marshal of the same most illustrious prince and Vice-Admiral and lieutenant of the lord lord Henry Duke of Richmond and Somerset Earl of Nottingham and High Admiral of England Wales Ireland Gascony Aquitaine; The aforesaid parties duly and lawfully proceeding by their proctors [and] lawfully appearing before us in court; And the party of the said Matthew Dale praying and demanding that sentence be passed and justice done for his party, but the party of the aforesaid Thomas Thorne also praying for and demanding justice for his party; And the whole and complete process had and done before us in such cause having been first investigated and diligently reviewed by us; And the matters also that should of right be preserved in this behalf having been preserved by us; We have proceeded to the promulgation of our diffinitive sentence or of our decree or other [order] in this behalf and we do thus proceed in manner following: Because by the acts enacted set forth alleged proposed exhibited confessed and likewise proved we find and clearly discover that the party of the above-named Matthew Dale has sufficiently and fully founded and likewise proved his contention set forth in a certain summary article elsewhere before us in such cause judicially propounded before us on behalf of the party of him Matthew Dale the tenor of which summary article follows and is in this wise: In the name of God Amen. Before us the noble and most powerful lord lord Thomas Duke of Norfolk High Treasurer of England and Earl Marshal of the same most illustrious prince and lord the lord Henry Duke of Richmond [and] Somerset and Earl of Nottingham

and Vice-Admiral or lieutenant of the High Admiral of England Wales Ireland Gascony Normandy and Aquitaine or your commissary or official principal of your principal court of the Admiralty of England or other judge competent in this behalf, whosoever he be, the party of the honest man Matthew Dale citizen and haberdasher of the city of London against Thomas Thorne also citizen and haberdasher of the said city of London, &c ; Which summary article we deem to be here read and inserted and our will is that it be so deemed ; And that nothing effectual in this behalf was and is excepted set forth alleged propounded and proved by and on behalf of the said Thomas Thorne that could destroy or in any way impair the contention of the said Matthew Dale in this behalf ; We John Tregonwell doctor of laws the aforesaid Commissary and Principal Official having first called on the name of Christ and having God himself alone before our eyes and of and with the counsel of those skilled in law with whom we have consulted in this behalf pronounce decree and declare that all and singular the goods in the aforesaid summary article specified by right of ownership or quasi ownership notoriously and indubitably belonged and pertained to the aforesaid Thomas Thorne ; And that Thomas Thorne in the month of December last past sold all and singular such goods to Matthew Dale for the sum of £40 sterling and with the same Matthew otherwise agreed contracted and treated in other matters as in the third article of the said summary article so far as respects Thomas Thorne and not otherwise is more fully contained ; And we pronounce decree and declare that the said Matthew Dale bought such goods from the same Thomas Thorne for the aforesaid sum and well and truly paid such sum to the same Thomas Thorne for the aforesaid goods ; And that Thomas Thorne himself acknowledged that the said Matthew had so paid and that he was well and truly content with the same sum ; And that by reason of the premises all and singular the aforesaid goods are and ought to be delivered to the said Matthew Dale ; And we adjudge possession of such goods to the same Matthew ;

9.
Dale
c.
Thorne.
Supra, p. 43.

9.
Dale
c.
Thorne.
Supra, p. 44.

And further we also by this our diffinitive sentence or this our final decree which sentence or decree we make and promulgate in this writing condemn the said Thomas Thorne in lawful costs incurred and to be incurred by and on behalf of the abovenamed Matthew Dale in this behalf; But reserving and we do [hereby] reserve the taxation and assessment of such costs to ourselves or to some other judge competent in this behalf whosoever he be.

(*Endorsed.*)

Dale against goods lately belonging to Thomas Thorne	{	On the day next [the feast] of Luke the Evangelist upon the 19th day of October in the year 1534 this sentence was read upon the petition of Kydd.
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CHAPMAN c. PEERS (*supra*, p. 44).

10.
Chapman
c.
Peers.
Supra, p. 44.

On St. Wulstan's day, namely, on the 19th day of January in the year of the Lord 1534.

Chapman against Peers Kydd	}	on which day Husse alleged
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that if and so far as the hops mentioned in the pretended summary petition given by the party of Chapman were carried and put on board Peers' ship, which the party proponent does not admit but expressly denies, yet the said Chapman ought not and cannot have any advantage thereby, &c., because by the custom use habit and practice lawfully observed amongst merchants of London and masters and charterers (*exercitores*) of ships as well in this good court as in other courts it is the rule and is provided and it has also been repeatedly ruled in adverse judgments had in such suits between merchants of London that owners and masters or charterers of ships or their pursers are not bound and ought not nor is any one of them bound nor ought he to be bound to answer for goods or things carried or laden in their ships that are not entered mentioned or inserted in the book of lading. . . ,

The sentence, File 2, No. 74, omitting formal parts, is as follows:—

. . . . Therefore I John Tregonwell (*common form*) pronounce decree and declare that the before named Thomas Peers ought of right to be bound to pay hand over deliver satisfy and restore the said three thousand pounds weight of hops or their value; And I also decree and declare that he pay hand over satisfy and restore those hops to the said Thomas Chapman or to compound with him (for the same); And I condemn the said Thomas Chapman in the said three thousand pounds of hops which I assess at the sum or value of £10 10s. sterling and in costs (*in common form*).

10.
Chapman
c.
Peers.
Supra, p. 45.

RE SLEIGHTER.

STRUCE c. SLEIGHTER (*supra*, p. 45).

Henry the Eighth by the grace of God king of England and France defender of the faith lord of Ireland and on earth supreme head of the church of England to our dearest kinsman Henry Duke of Richmond [and] Somerset and Earl of Nottingham our High Admiral of England Wales Ireland Gascony Normandy and Aquitaine or to his commissaries and their deputies and to his lieutenant Greeting: Whereas in the statute promulgated in the parliament of the lord Richard after the conquest the Second lately king of England held at Westminster in the fifteenth year of his reign it is amongst other things declared ordained and determined that of all contracts pleas and plaints and of all other things done and arising within the bodies of counties as well by land as by water as is aforesaid [and also of wreck of the sea the court of the admiral shall have no cognisance power or jurisdiction but that all such contracts pleas and plaints and all other things arising within the bodies of counties as well by land as by sea],¹ and also wreck of the sea [shall be] tried determined and discussed and remedied by the laws of our land of England and not before

11.
Re Sleighter.
Struce
c.
Sleighter.
Supra, p. 45.

¹ The words within square brackets have fallen out.

11.
Re Sleighter.
Struce
v.
Sleighter.
Supra, p. 46.

the Admiral nor by the Admiral nor his lieutenant in any way; And now we understand that you are drawing Thomas Sleighter into a plea before you touching such divers contracts and plaints and other things done and arising within the body of the county of Essex to the no small damage and grievance of him Thomas against the form of the aforesaid statute; We desiring that the aforesaid statute shall be inviolably observed Command you if it be so that then you stay further proceedings in those pleas before you [and that you] vex not nor trouble him Thomas against the form of the statute; And that if you have issued any attachment against the aforesaid Thomas by reason thereof you without delay withdraw the same; Witness myself at Westminster the 2nd day of March in the twenty-sixth year of our reign.

HORPOLE.

(*Endorsed.*) On the morrow of the . . . of our Lord, the 12th day of April in the year of our Lord 1535 and in the within written year of king Henry VIII.

The sentence, *supra*, p. 46, omitting formal parts is as follows:—

. . . between Reginald Struce Jasper Martin Englebright Vanderweg Hans Tymerman Kneder Wyberkyn Matthew Moore Bartholemew Peterlynke William Wytherhing merchants of the Steelyard Thomas Goodnestone and Richard Pery and Thomas Gedney merchants of the City of London and John Walter merchant of the city of Norwich parties plaintiffs of the one part and Jacob Newlande alias Dalyman and Thomas Sleighter of the county of Essex parties defendants of the other part . . . (*in common form*). . . Therefore I Anthony Hussey surrogate . . . (*in common form*) . . . pronounce decree and declare that the aforesaid Thomas Sleighter [afforded] aid and assistance towards carrying off the four hundredweight and a half of wax specified in the said libel and additional positions and also had four quarter sacks of wax and four bow staves and deceitfully and unjustly kept and keeps (them) and ratified and ratifies and approved and approves such carrying off

to the amount of £16 6s. 8d. and I also condemn the said Thomas Sleighter in the said four and a half hundredweight four quarter sacks of wax and four bow staves of the value of £16 6s. 8d. and also in the lawful costs of the aforesaid Reginald Struce and other his co-plaintiffs in this behalf . . . (*in com. form*).

11.
Re Sleighter.
Struce
c.
Sleighter.
Supra, p. 47.

BEKYNSTALL c. GATES (*supra*, p. 47).

Also that the same Edward the agent aforesaid in the month aforesaid so navigating with the boat and goods aforesaid paying attention to other matters rather than to the governing and directing the aforesaid boat by the fault carelessness and negligence of him Edward within the river and jurisdiction aforesaid lost or otherwise sank the said goods or at least some of them, to wit, the two barrels and a half of white herrings and the quartron of Newland fish, no violence of wind and no tempest overwhelming or overtaking or striking him . . .

11a.
Bekynsall
c.
Gates.
Supra, p. 47.

SUTTON c. PETYTE (*supra*, p. 48).

. . . And now we understand that you hold diverse pleas against John Petyte of Abvile in Picardy merchant Andrew Larde and Daniel Lanyell concerning diverse contracts and other agreements made and arising within our county of London and not upon the sea and draw them into a suit unjustly in contempt of us and to the no small damage and grievance of them John Andrew and Daniel and against the form of the statutes aforesaid ; We desiring that the aforesaid statutes shall be inviolably observed Command you that if it be so then you stay all further proceedings in those pleas before you and neither molest nor vex them John Andrew and Daniel in any way ; And that if anything shall have been attempted by you in this behalf unjustly against the form of the aforesaid statutes you without delay cause the same to be withdrawn ; Witness myself at Westminster the 12th day of October in the twenty-eighth year of our reign.

12.
Sutton
c.
Petyte.
Supra, p. 48.

HORPOLE.

12.

Sutton
c.
Petyta.
Supra, p. 48.

The sentence, *supra*, p. 48, omitting formal parts, is as follows :

. . . Between Lewis Sutton citizen and stationer of the city of London plaintiff of the one part and Andrew Larde, Daniel Lanyell and John Petite of Abville in Picardy merchants defendants of the other part . . . (*com. form*) . . . Therefore I Anthony Husse . . . (*com. form*) . . . pronounce decree and declare that the said Lewis Sutton promised agreed and contracted with the before named Andrew Larde Daniel Lanyell and John Petite in manner and form specified in the first article of the aforesaid libel or the said summary article ; And that Andrew Daniel and John for their part neglected to fulfil or keep the aforesaid agreement and contract and expressly denied and refused (to keep it) or at least unduly delayed and delay (to do so) to the damage and loss of the aforesaid Lewis in the sum of £40 sterling by reason of the premises ; And I condemn them Andrew Daniel and John in the aforesaid sum and in costs ; But the taxation . . . (*in common form*).

TYLLEY c. SWYFTE (*supra*, p. 49).

14.

Tylley
c.
Swyfte.
Supra, p. 49.

. . . Therefore I Anthony Hussey . . . (*in common form*) . . . pronounce decree and declare that the aforesaid John Swyfte and Richard Shankes according to a certain contract and agreement made between them [and Tylle] and propounded before me received and had a thousand fish commonly called mackerel from the said John Tylle and a sail and a cover commonly called a hatch [being] goods of the same John Tylle and that they John Swyfte and Richard Shanke broke the aforesaid contract and agreement ; Therefore by this my diffinitive sentence or this my final decree which I pass or promulgate in this writing I condemn the same John and Richard in the value of the fish sail and cover called a hatch ; that is to say I assess the said fish at the value of 30s. and the sail at the value of 22*d.* and the hatch at the value of 8*d.* according

to proofs lawfully made before me; And [I condemn] the same John and Richard in lawful costs by and on behalf of John Tylle incurred and to be incurred in this behalf.

14.
Tylley
c.
Swyfte.
Supra, p. 50.

Writ of supersedeas, *supra*, p. 50.

Henry the Eighth by the grace of God king of England and France defender of the faith lord of Ireland and on earth supreme head of the church of England to his dear and faithful William Fitzwilliam knight of the Garter our High Admiral of England Wales Ireland of our town and marches of Calais of Gascony Normandy and Aquitaine [or] to his Commissary and lieutenant in our high court of Admiralty of England Greeting: Whereas of late, as we understand, Anthony Hussey then Commissary of our beloved kinsman Thomas Duke of Norfolk formerly Vice-Admiral or lieutenant of Henry of good memory then Duke of Richmond and our High Admiral of England as pretended surrogate in a certain pretended civil and maritime cause that was lately being tried and was pending before him between John Tillys plaintiff of the one part and John Swyfte and Richard Shanke defendants of the other part in an invalid manner passed and promulgated as he says a diffinitive sentence altogether invalid and unjust from which an appeal to us and to the court of our Chancery on behalf of the same John Swyfte and Richard Shanke who felt themselves injured by such sentence according to the requirement of law and of the statutes of our said realm was preferred; We wishing such cause of appeal with its incidents and circumstances to be diligently examined and finally determined by the distinguished man Sir Thomas Audeley knight our Chancellor of England Command you that if it be so you altogether stay all process whatsoever had or in any way to be had by you against the aforesaid John Swyfte and Richard Shanke upon the aforesaid sentence until such cause be discussed and determined before our Chancellor aforesaid himself; Witness myself at Westminster the thirtieth day of October in the twenty-eighth year of my reign.

14.

Tylley
c.
Swyfte.
Supra, p. 51.

Withdrawal of supersedeas, *supra*, p. 51.

Henry the Eighth by the grace of god King of England and of France defender of the faith and on earth supreme head of the church of England to his beloved and faithful William Fitzwilliam knight of the Order of the Garter our High Admiral of England Wales Ireland of our town of Calais and of the marches of the same of Gascony Normandy and Aquitaine or to his Commissary and lieutenant there Greeting: Whereas of late in a certain cause civil and maritime which was pending before you between John Tylles plaintiff of the one part and John Swyfte and Richard Shanke defendants of the other part a sentence was given as was alleged unjustly on behalf of the said John Tylles against the aforesaid John Swyfte and Richard [Shanke]; And because an appeal from the aforesaid sentence was brought by the same John Swyfte and Richard [Shanke] to us and to the court of our Chancery; Being minded that justice be done and administered to them thereupon by our writ we enjoined you that you should altogether stay [all] processes whatsoever instituted or to be instituted in any manner by you against the aforesaid John Swyfte and Richard [Shanke] upon the aforesaid sentence until such cause had been otherwise discussed and determined before our Chancellor of England as in our writ aforesaid is more fully contained; Nevertheless [because of] certain reasons now specially moving us and particularly because the appeal of the said John Swyfte and Richard [Shanke] is no longer subsisting in the court of our Chancery, and [because] they have not according to custom prosecuted the same appeal, We command you that you proceed in the aforesaid cause according to custom, doing and decreeing by lawful remedies of law what shall seem to be most fitting notwithstanding our said writ to the contrary thereof to you directed or any other writ of ours to be directed to you hereafter; Witness myself at Westminster the third day of July in the twenty-ninth year of our reign.

THE 'JOHN OF ALLEN' (*supra*, p. 58).

Thomas Duke of Norfolk High Treasurer of England and Earl Marshal of the same Vice-Admiral and general lieutenant of the noble and illustrious prince and sovereign lord Henry Duke of Richmond and Somerset and Earl of Nottingham High Admiral of England Wales Ireland Gascony Normandy and Aquitaine to you our beloved John Toky sub-marshal of the High Court of Admiralty of England Greeting: We enjoin and strictly command you on behalf of our lord Admiral that you really arrest or cause to be arrested a certain ship called the John of Alen and her apparel and also all and singular the goods wares and merchandise whatsoever and freight for all goods whatsoever being in the same ship that belong to one John Alen of the town of Sowthroppes in the county of Norfolk and that you keep her or cause her to be kept under safe and secure arrest until you have other order thereon from the said lord Admiral or from us or from our Official Principal or Commissary General of the said High Court of Admiralty of England or from his lieutenant or surrogate whomsoever; Moreover that you cite or cause to be cited peremptorily at the said ship and her tackle and goods and freight aforesaid that are now within the jurisdiction of the said Court the abovenamed John Alen in particular and in general all and singular others whomsoever having or pretending to have any right or interest in the said ship and her apparel and in the goods merchandise and freight aforesaid that every of them do appear before us or our said Official and Commissary or his surrogate or lieutenant whomsoever at Orton Key near London bridge to wit at the accustomed judgment house of the said Court on the third day after citation to him issued in this behalf, if that be a court day, otherwise on the court day then next ensuing on which it shall happen that we or such our said Official or Commissary are or is sitting as a court to administer justice at the hour accustomed for causes [to be

16.
The 'John
of Alen.'
Supra, p. 53.

16.
The 'John
of Alen.'
Supra, p. 54.

heard] to answer according to justice to [a claim of] Thomas Twynne citizen and barber surgeon of London in a cause civil and maritime that he repay him 20 marks sterling that he [Alen] owes to him [Twynne] and unjustly detains and further to do and receive what shall be according to justice in this behalf; And that at the said day and place you duly certify [to] us or our said Official and Commissary or such his surrogate or lieutenant either in person or by your letters patent together with these presents and duly sealed what you shall have done in the premises; Given at London the 28th day of the month of May in the year 1536 and the 28th year of the reign of our lord Henry the Eighth.

TUTHILL c. COCKS (*supra*, p. 54).

17.
Tuthill
c.
Cocks.
Supra, p. 54.

. . . Therefore I Anthony Huse surrogate and deputy aforesaid . . . (*in common form*) . . . pronounce decree and declare that the said John Cocks has unjustly deprived the aforesaid Henry Tuthyll of possession of the spar [called] in English a yard or sprit mentioned in the said summary petition and belonging and pertaining to the same Henry by right of ownership or otherwise against and contrary to the will of the said Henry has taken and keeps possession of the same spar and that he John is of right bound to deliver and restore such spar or its true value which I assess at the sum of 13*s.* 8*d.* and that he ought to deliver and restore the said spar or such its true value to the said Henry; And further by this my diffinitive sentence or this my final decree which I pass and promulgate in this writing I condemn the same John in the spar or such its value and in lawful costs incurred and to be incurred on behalf of the said Henry in this cause . . . (*in common form*).

GEE c. HYLORD (*supra*, p. 56).

19.
Gee
c.
Hylord.
Supra, p. 56.

. . . Therefore I Anthony Hussey surrogate . . . (*com. form*) . . . dismiss and absolve Robert Hylord from the suit of the said Henry Gee and from observance of

judgment; And I condemn the same Henry Gee in the damages and loss suffered by the said Robert in this behalf and proved before me [to amount to] the sum of £6 sterling and in lawful costs incurred and to be incurred by the party of the said Robert Hylord by reason of this matter; And by this my diffinitive sentence or this my final decree which I make and promulgate in this writing I pronounce decree and declare that [the said Henry Gee] ought to be obliged and compelled to the due payment of the same £6 and costs But the taxation . . . (*in common form*).

19.
Gee
c.
Hylord.
Supra, p. 57.

RE DREWRY (*supra*, p. 57).

The office of the lord [the judge] upon inspection of the body of Henry Drewry late of the town of Calais.

20.
Re Drewry.
Supra, p. 57.

At which day¹ and place John Tokye sub-marshal of the court exhibited the original order together with a certificate endorsed thereon; and certified as is therein contained; And when this was done proclamation being made for all and singular those admonished and cited there appeared William Jamys Robert Audesley and Robert Browne of the town of Stebunhythe Henry Tuthyll John Sendall John Togye and Thomas Atkynson of St. Katherine near the tower of London John Hylley Richard Ronde and Roger Wygnall of All Hallows Barking William Anwyke John Smyth Thomas Kyrkeby Mark Davy and Peter Amore of the parish of St. Olave's and William Awdewyn of Belyng's Gate whom the lord [judge] swore faithfully to inquire how where and when the said Henry Drury came to his death; And they being so sworn after a short interval and mature deliberation upon their oath said as follows, that is to say: (*as in the verdict above, p. 57; the verdict then proceeds:*)

Also the same jurors say that the said Henry Drewry at the time of his death was proprietor of one half of the said ship and of her apparel.

Also they further say that the same Henry at the same

¹ May 26, 1536.

20. time of his death had eleven pounds sterling and more in a certain chest of his laden and being in the said ship.
Re Drewry.
 Supra, p. 58.

Also they further say that he Henry on the day and year and at the time aforesaid had four children namely two sons and two daughters surviving and no wife.

RE PORTER (*supra*, p. 59).

21. . . . And now we understand that you do hold before you divers pleas and businesses between Walter Porter citizen and haberdasher of London touching divers contracts and plaints and other things done and arising within the body of the county of Middlesex and do grievously constrain him Walter Porter to make answer thereupon to Peter Bremer of Southwark a stranger and by reason thereof are in many ways vexing him Walter unjustly to the no small damage and grievance of him Walter and against the form of the statute aforesaid ; We command you that you molest and vex not in any way against the form of the statute aforesaid the aforesaid Walter for any contracts pleas or plaints made or arising by land or by sea within the body of any county of our realm of England ; And that if you have issued any attachment against the same Walter by reason of the premises you without delay withdraw the same ; Witness myself at Westminster the first day of February in the twenty-eighth year of our reign.

HALES.

HALL c. CAROWE (*supra*, p. 60).

22. . . . Therefore I Anthony Huse surrogate . . . (*in common form*) . . . pronounce decree and declare that the ship or boat aforesaid was and lay in the place called The Dock near Ratcliff Mill that is mentioned in the summary article aforesaid and is in the tenure or tenancy of the aforesaid John Hall for the space of time specified in the same summary article ; And that she the ship arrested on that account and also by reason of the custom and practice

specified in the said summary article was arrested for payment and satisfaction to the said John Hall was and is of right liable to pay and satisfy to the said John Hall for the dockage above specified according to the use and custom aforesaid; And moreover I condemn the same Richard who intervenes for the defence of the aforesaid ship and [also] such ship in the aforesaid dockage which I assess at the sum or amount of 26*s.* sterling and in lawful costs by the party of the above named John Hall in this behalf incurred and to be incurred . . . (*in common form*).

22.
Hall
c.
Carowe.
Supra, p. 60.

DALBYE c. GOLDING (*supra*, p. 60).

. . . Therefore I Anthony Huse . . . (*in common form*)
. . . pronounce decree and declare that the aforesaid Francis Goldyng and Richard Coble certain fish in English called shrimps caught by him Peter and placed and being in a certain instrument called a wylchen belonging to him Peter from the same instrument then being within the jurisdiction aforesaid against the rule of law and the will of the said Peter wrongfully and unjustly took and carried away and converted to their own use; And that they Francis and Richard ought of right to be obliged and compelled to restore and deliver to the aforesaid Peter the aforesaid fish if they are in existence otherwise their value which I assess at the sum of 9*d.*; And I also condemn the aforesaid Francis and Richard in the aforesaid fish if, as aforesaid, they are in existence or in their true value and in lawful costs incurred and to be incurred in this behalf by the party of the aforesaid Peter . . . (*in common form*).

23.
Dalbye
c.
Golding.
Supra, p. 60.

HURST c. BARNES (*supra*, p. 61).

. . . between Roger Hurst citizen and mariner of the city of London plaintiff of the one part and George Barnes citizen and haberdasher of the same city of London defendant of the other part . . . Therefore I Anthony Husse

24.
Hurst
c.
Barnes.
Supra, p. 61.

24.
Hurst
c.
Barnes.
Supra, p. 61.

. . . (*in common form*) by this my diffinitive sentence or this my final decree . . . condemn the beforenamed George Barnes in the sum of £25 specified in the said summary petition or allegation and admitted by the same Barnes . . . (*all in common form*).

HARRISON c. STUBBARDE (*supra*, p. 62).

26.
Harrison
c.
Stubbarde.
Supra, p. 62.

Know all men by these presents That we John Stubbarde citizen and fishmonger of London and Peter Kyrseman merchant of Bruges are held and firmly bound to John Harryson de Roos mariner of Sluys in thirteen pounds sterling for a certain ship the hode called the Jacob of Dordrecht bought of the said John Haryson to be paid to the said John or to his certain attorney his heirs executors and assigns or to the presenter or bearer of this present writing at the feast of St Michael the Archangel next to come after the date of these presents ; And to the well and truly making of such payment we bind ourselves and each of us jointly and severally our heirs and executors and all our goods moveable and immoveable wheresoever they be found as well on this side of the sea as beyond sea ; And we also promise and grant to the same John Haryson his heirs executors and assigns full liberty in all places and ports whatsoever as well on this side of the sea as beyond sea to arrest and take and have for himself the aforesaid ship the hode called the Jacob of Dordrecht as of his own proper goods without any interference by us our heirs executors or assigns before any judges whomsoever as well spiritual as temporal by [virtue of] these presents sealed with our seals ; Given the 26th day of the month of March in the year of the Lord 1537 and the 28th year of the reign of king Henry the Eighth.

By me JOHN STUBBARDE.

The condition of this obligation is such that if the within-named John and Peter pay or cause to be paid or if one of them pay or cause to be paid to the within-named John Haryson de Roos or to his certain attorney his heirs

executors and assigns or to the presenter or bringer of this present writing thirteen pounds sterling in manner following that is to say at the feast of St Michael the Archangel next to come the within-written six pounds and ten shillings sterling and at the feast of the Annunciation of the Blessed Virgin then next following six pounds and ten shillings sterling that then this present obligation together with the grant and promise contained in the same shall be held to be of no effect; And if failure be made about or in the payment in part or in the whole of the aforesaid thirteen pounds contrary to the manner aforesaid that then this present obligation shall stand in full force and effect.

(Receipts for money paid on account endorsed.)

26.
Harrison
c.
Stubbarde.
Supra, p. 63.

RE FULCO VALERYE (*supra*, p. 64).

Before Master Husse president of the principal court of the Admiralty of England on the 7th day of the month of October in the 38th year of the reign of the lord our king.

28.
Re Fulco
Valerye.
Supra, p. 64.

John Dolber of Cuddyngton in the county of Devon merchant alleged that in the months of January February and March in the year of the Lord 1536 or in one of them at Newehaven in Normandy he hired one Fulco Valarye of the town of Caen mariner for the sum of 5*s.* sterling to be paid in hand to the same Fulco to be pilot and steersman of his ship called the Mary of Lyme of the tonnage or burthen of 30 tons and of the value of £16 sterling to conduct that ship from the said place called Newehaven to the town of Caen aforesaid situated in Normandy aforesaid; And he Fulco in his voyage from the aforesaid place called Newehaven to the said town of Caen by his fault and negligence cast the said ship together with the said eight pipes of red herrings laden in her ashore upon a shoal and upon a dangerous and sandy place well known to him; And by reason thereof the vessel suffered shipwreck and the said 8 pipes of red herrings were sunk and altogether lost, to the damage of the said John Dolber amounting to 100 marks sterling beyond the capital value [thereof];

28. Re Fulco
Valerye.
Supra, p. 65. Propounding the premises jointly and severally; Wherefore [your petitioner] prays that justice may be done him in the premises and their incidents effectually and that the proceedings may be summary and simple, &c.

NOTINGHAM c. ROMEOLD (*supra*, p. 65).

29. Notingham
c.
Romebold.
Supra, p. 65. . . . Therefore I Anthony Huse &c pronounce decree and declare that the abovenamed ship called the Olyphant of Middlesborough and her apparel at the time of the arrest of the same [ship] interposed in this behalf by authority of the said noble lord High Admiral at the instance of the aforesaid Thomas Notingham and before and since belonged and appertained by right of ownership or quasi-ownership to John Romebold in the libel named and so ought to belong and appertain; And that he John Romebold during the whole and all the time aforesaid was and is the owner and proprietor of such ship and apparel and for and as such was commonly called held considered named and reputed; And further I pronounce decree and declare for the right ownership and proprietorship of the same John Romebold in the ship and apparel aforesaid.

HORNE c. DELAPYN (*supra*, p. 67).

30. Horne
c.
Delapyn.
Supra, p. 67. . . . Therefore I Anthony Husse &c by this my definitive sentence condemn the aforesaid Peter Delepyn in the sum of £14 12 3 sterling to be paid to the said Thomas William Thomas and Robert for the reasons specified in the said summary petition and proved and admitted before me and in lawful costs incurred and to be incurred by the aforesaid party plaintiffs in this cause and to be paid to them . . . (*in common form*).

GOODWYN c. LAPPAGE (*supra*, p. 69).

32. Goodwyn
c.
Lappage.
Supra, p. 69. At which day and place the lord [judge] by consent of all the creditors of Thomas Lappage deceased of Ipswich in the county of Suffolk during his lifetime who have set an

arrest upon three parts of the ship called the Mary Katherine and upon her freight and apparel and upon fifty butts of wine called sack and seven score cases of raisins on board her and with the express consent of Ralph Goodwyn ordered and made an interlocutory decree, namely, That the money collected and levied or to be collected and levied from the things and wares now sold and distrained that were on board the same ship and also the money to be collected and received from the sale of three parts of the ship and of her freight and apparel be distributed amongst the aforesaid creditors in manner and form following according as the days shall occur in the conduct of such sale [?], that is to say, to each creditor aforesaid a part of the money aforesaid be delivered and paid greater or less according to the rateable parts of the sums owing to the aforesaid creditors ; but that to no creditor shall his whole and entire debt be paid, and that from the debt of each creditor such and so great a part shall be deducted and subtracted so that [?] by means of such deduction and subtraction there remain in the whole such a sum as shall amount to the value of the 14 bales, namely £59 5s. 8d. which Ralph Goodwyn alleges that he handed over and delivered to the aforesaid Thomas Lappage, as is set forth by the said Goodwyn in a certain allegation of his elsewhere made by him in this cause which remains amongst the acts [of court] ; And this sum to be collected and deducted by the deduction and subtraction aforesaid my lord willed should remain amongst the acts of court until he should be able to inform himself more fully from the allegations and proofs brought forward by Goodwyn, [and until] the aforesaid Goodwyn should have fully and sufficiently proved the contention put forward by him in the said allegations ; And in the event of its not appearing or of its not being proved by the allegations and proofs aforesaid that the contention of the said Goodwyn is fully proved and founded, then my lord aforesaid willed and decreed that the sum remaining from the aforesaid deduction and subtraction be paid to the aforesaid creditors according to a fixed proportion of the debt due to

32.

Goodwyn

c.

Lappage.

Supra, p. 69

32. each creditor in full payment and satisfaction of the same debts, at least so far as that could be done by [the money arising from] the goods sold and subtracted as aforesaid; so nevertheless that it be first proved and made manifest by the oath of the several plaintiffs to be corporally made touching the truth of each debt sued for and the amount thereof But the taxation (*of the costs of each creditor to be at the judge's discretion*).

Goodwyn
c.
Lappage.
Supra, p. 70.

SPYSALL c. WATTERS (*supra*, p. 70).

33. between Thomas Spysall of Brightlingsea in the County of Essex owner and proprietor of a certain ship commonly called the Gabriel of Brightlingsea plaintiff of the one part and Thomas Watters of Lynn in the county of Norfolk owner and proprietor of a certain other ship called the Barque of Lynn defendant of the other part (*common form*) Therefore I Anthony Huse . . . : pronounce decree and declare that the said Thomas Watters master or charterer of the aforesaid ship the Barque of Lynn and her sailors or mariners with such ship in the months and year specified in the said libel or in one of the same months fouled the ship of the said Thomas Spysall as she was riding at anchor in the place libellate, and struck the same ship with a great and heavy blow, so that by reason of such blow and stroke the said Thomas Spysall was damaged in the sum of £16 sterling; And by this my diffinitive sentence or this my final decree which sentence or decree I make and promulgate in this writing I condemn Thomas Watters in the libel mentioned in the aforesaid sum and in lawful costs incurred and to be incurred in this behalf by the party of the said Thomas Spysall. But the taxation, &c.

Spysall
c.
Watters.
Supra, p. 70.

SEWELL c. NORMAN (*supra*, p. 75).

37. Henry the Eighth by the grace of God king of England and France defender of the faith lord of Ireland and on earth supreme head of the church of England to his dearest

Sewell
c.
Norman.
Supra, p. 75.

kinsman John¹ Fitzwilliam knight Earl of Southampton and his Admiral of England or to his lieutenant or deputy in the same place Greeting : Desiring for certain causes to be informed touching the tenor of all and singular the plaints disputes or actions whatsoever that are before you in your court or by [virtue of] our writ according to the custom of the same court against John Sewell at [the instance of] what person or persons soever from whatsoever cause or causes had made instituted or pending We command you that you send the tenors of the aforesaid plaints disputes or actions with all matters touching the same by whatsoever name the same John is described in such plaints disputes or actions to us into our Chancery by the quindene of St. Michael next ensuing clearly and openly sealed with your seal and [also] the writ ; Witness myself at Terlyng the 27th day of August in the 30th year of our reign.

87.
Sewell
c.
Norman.
Supra, p. 75.

ASSETON.

Endorsement on the declaration in Sewell *c.* Norman, *supra*, p. 76.

On Wednesday the 21st day of August in the year of our Lord 1538 and in the thirtieth year of the reign of our lord king Henry the Eighth in the house of master Anthony Husse the President and before him appeared personally the within named Henry Norman and alleged that the within named John Sewell had grievously vexed him and had impleaded him before the Sheriffs of London, judges altogether incompetent, for a contract entered into and made in the town of Bilbao in Biscay, [a place] where the same sheriffs have no jurisdiction, falsely alleging (amongst other things) that the aforesaid Henry had received the 100 double ducats of gold within mentioned in the parish of St. Christopher in London and had done the other things as is mentioned in the within written declaration ; Whereas in truth the same contract was entered into and made in Bilbao and not in the city of London ; And he further alleged that the cognisance and determination of that

¹ *Sic* ; a mistake for ' William.'

37.
Sewell
c.
Norman.
Supra, p. 76.

cause belongs and appertains to the said lord our king and to his court of Admiralty and not to any other judge within this realm of England; And he propounded all and singular these things jointly and severally for all effect of law that could ensue thereon; And he offered himself as ready and prepared to prove the premises and to produce sureties for payment of costs and for his appearance in court and for his discharging judgment in that behalf, and further that as he was sailing from the port of Bilbao towards England upon the high sea he was spoiled within the jurisdiction of the said lord our king's Admiralty of England of the said ducats and of other things and merchandises by certain pirates; Wherefore he prayed that the aforesaid Sewell might be summoned for contempt for that he was drawing him [Sewell] into the Guildhall before the said Sheriffs for a contract and thing done upon the sea in violation and usurpation of the jurisdiction of the said lord our king his Admiralty of England; And the lord [judge] so decreed according to his [Sewell's] petition . . . upon his making proof [of the premises]; And the said Sewell was on the same day arrested for contempt as appears . . . by the acts [of court].

RE HODGSHONE (*supra*, p. 77).

38.
Re Hodg-
shone.
Supra, p. 77.

To the reverend father in Christ Robert bishop of Llandaff or to other our Commissaries in our Northern districts and to every of them [this writ of] supersedeas by John Hodgshone.

F. ASSHETON.

Henry the Eighth by the grace of God king of England and France defender of the faith lord of Ireland and on earth supreme head of the church of England to the reverend father in Christ Robert bishop of Llandaff and to other our Commissaries in our Northern regions and to every of them Greeting: We enjoin you and every of you

that ye altogether desist from all cognisance of causes civil and maritime having their origin in regions beyond sea or upon the high sea or elsewhere where our High Admiral has jurisdiction instituted or to be instituted against John Hodgshone merchant of the city of York by any persons whomsoever or in any manner whatsoever; and that ye remit the parties for justice, if they wish to litigate, to the court of our Admiralty; Witness myself at Westminster the 26th day of November in the 31st year of our reign.

Produced before the lord President and the Council of our lord the king at York the 16th day of December in the 31st year of King Henry the Eighth John Uvedale; and on Wednesday the 21th day of December aforesaid a warrant issued from this court against the said John Hodgshone.

38.
Re Hodg-
shone.
Supra, p. 77.

RE FELTON; WELLYS c. FELTON (*supra*, p. 78).

Henry the Eighth by the grace of God king of England and France defender of the faith lord of Ireland and on earth supreme head of the church of England to his dearest kinsman William Earl of Southampton his Admiral of England Ireland Gascony Normandy [and] Aquitaine or his Commissaries deputies and lieutenants and to every of them Greeting: Whereas in the statute promulgated in the parliament of the lord Richard the Second after the conquest late king of England held at Westminster in the thirteenth year of his reign it is amongst other things contained that the Admirals and their deputies shall meddle with nothing done within the realm of England but only with things done upon the sea as in the time of the lord Edward lately king of England our ancestor was duly accustomed; And in the statute promulgated in the parliament of the aforesaid late king held at Westminster in the fifteenth year of his reign it is amongst other things declared ordained and determined that of all contracts pleas and complaints and of all other things done or arising within the bodies of counties as well on land as on the water and also concerning wreck of the seas the court of

39.
Re Felton.
Wellys
c.
Felton.
Supra, p. 78.

39.
Re Felton.
Wellys
c.
Felton.
Supra, p. 79.

the Admiral shall have no cognisance power or jurisdiction but all such contracts pleas and plaints and all other things arising within the bodies of counties as well on land as on the water as aforesaid and also wreck of the sea [shall be] tried determined and discussed and remedied by the laws of the land and not before the Admiral or his deputy ; And whereas William Wellys being possessed of a certain ship called or named the Mary Peter five years old [?] of the burden of twenty tons with all the necessary apparel belonging to the same ship on the first day of July in the thirtieth year of our reign by certain conferences contracts and agreements had made and engaged in [by and] between him William and Robert Felton for the conducting and piloting the same ship from our port of the town of Yarmouth to our port of the town of Newcastle upon Tyne and from thence to the aforesaid port of the town of Great Yarmouth the same William had at Great Yarmouth aforesaid within the body of the county of Norfolk appointed and ordained the aforesaid Robert master of the same ship to conduct and pilot the same ship in manner aforesaid, and the same Robert had also at the same place promised the same William [Wellys] and undertook to pilot and command the same ship well and properly as befitted a master of a ship from the first day of July aforesaid even to the end and termination of the same voyage ; And because the aforesaid Robert on the fourth day of July in the year aforesaid in breach of his promise and undertaking aforesaid left and deserted the aforesaid ship with her aforesaid apparel in our aforesaid port of Great Yarmouth in a certain place called the Roads without any mariner or any other person for the safe custody and government of the same ship, by reason of which the same ship was carried and driven by the wind and a storm of weather from the aforesaid port away to the high sea and so to other places beyond the ken of the aforesaid William, by reason whereof the same William was put to great labour and expense for the seeking and finding of the same ship ; And because also the aforesaid agreement was made and entered

into at the aforesaid town of Great Yarmouth within the body of the aforesaid county the aforesaid William [Wellys] had therefore impleaded the aforesaid Robert in an action on the case for his damages [sustained] on that account in our court of the town of Great Yarmouth before the bailiffs of the same town according to the law and custom of the aforesaid town; And we now have [been given to] understand that you by no means considering the aforesaid statutes have by process of the court of our Admiralty inhibited the aforesaid bailiffs from holding the aforesaid plea before them and do grievously vex and trouble the aforesaid William by prosecuting and affirming the same plaint in the aforesaid court of our Admiralty contrary to justice and in contempt of us and to the no small loss and grievance of him William and contrary to the form of the aforesaid statutes; We wishing that the aforesaid statutes should be stedfastly observed command you that, if it be so, you altogether stay all process whatsoever had issued and prosecuted before you in the court of our Admiralty against the aforesaid William in the action aforesaid not molesting or in any way troubling him William against the form of the aforesaid statutes; And if anything has been attempted by you in that behalf unjustly and against the form of the aforesaid statutes without delay you cause the same to be revoked; Witness myself at Westminster the 16th day of January in the thirtieth year of our reign.

89.
Re Felton.
Wellys
c.
Felton.
Supra, p. 80.

GYLLET c. STYLE (*supra*, p. 88).

. . . . Therefore I John Rokeby doctor of laws (*in com. form*) pronounce decree and declare that William Style libellate or the master and charterer of his ship called a hoy mentioned in the summary petition and the sailors and mariners of the same came upon and with great force struck the aforesaid boat of William Gyllet called in English the trinke as she was riding at anchor in the months and year and at the place specified in the said summary petition, and by reason of such stroke and blow

41.
Gyllet
c.
Style.
Supra, p. 83.

41. sank the aforesaid boat together with her tackle and other things then in her, and by reason thereof damaged the same William Gyllet to the amount of £20 sterling and I condemn him William Stile in the aforesaid sum
(in common form).
- Gyllet
c.
Stile.
Supra, p. 83.

LEGGE c. MOORE (*supra*, p. 83).

42. In the name of God Amen. We William Fitzwilliam Earl of Southampton Knight of the noble order of the Garter High Admiral of England Wales Ireland of the town and marches of Calais of Normandy Gascony and Aquitaine and duly and lawfully appointed Chancellor of the Duchy of Lancaster by the most serene and powerful prince in Christ and our lord Henry the Eighth by the grace of God king of England and France defender of the faith lord of Ireland and on earth supreme head of the Church of England object administer and article against you John Moore grocer and Thomas Moore skinner citizens of London and each of you severally by virtue of our office upon the promotion of Robert Legge merchant of the town of Harwich in the county of Essex owner and proprietor of a ship called the Anne of Orwell all and singular the interrogatories articles or headings hereunder written and every part and particular of them ; And upon all and singular the same and every part and particular of them we demand from you and each of you that upon your corporal oaths a full plain and faithful answer be given jointly and severally :
- Legge
c.
Moore.
Supra, p. 83.

1. First, we object and article against you and each of you that [you and] each of you jointly and severally know and believe that the aforesaid Robert Legge in the months of January February and March in the year of the lord 1588 and in the months of March April May June July and August in the year of the lord 1589 now instant or in some or one of those months and in one or other of the aforesaid years and before and since was and at present is the true owner and proprietor of the said ship called the Anne of Orwell and of the apparel of the same and [was

and is] commonly called held considered named and reputed openly publicly and notoriously such owner and proprietor. And we object [the premises] jointly and severally.

42.
Legge
c.
Moore.
Supra, p. 85.

2. Also as aforesaid we object that in the years and months aforesaid or in some or one of them the aforesaid Robert Legge the owner and proprietor aforesaid and all others then having interest in the aforesaid ship prepared furnished ordained and deputed and sent and destined the same ship called the Anne of Orwell then riding at anchor in the harbour of Harwich aforesaid and within the maritime jurisdiction of the principal court of the said our lord the king his Admiralty of England and within your jurisdiction with a master and charterer¹ and with a certain and sufficient number of sailors and mariners and with victuals and other necessities suitable for the accomplishing of such voyages. And we object as aforesaid.

3. Also that in the aforesaid months and years or in some or one of them the master and mariners of the aforesaid ship called the Anne of Orwell so prepared furnished ordained and destined as aforesaid being then on board her for the purposes aforesaid undertook entered upon and began their voyage from the said port of Harwich to the parts of Iceland to which they were bound; and whilst sailing to the same parts upon the fixed and usual course, that is to say whilst navigating from the aforesaid port of Harwich to those parts of Iceland being upon the high sea foul and stormy weather, &c. (*as in the libel supra*, p. 85).

4. Also we object as above that the cognition hearing and determination of all complaints contracts and pleas whatsoever between merchants and owners and proprietors of ships or other persons whomsoever with the same proprietors of ships and other vessels whomsoever in whatsoever places [such contracts] be entered into and made for any expedition by sea or beyond sea or touching or concerning passage over the sea or touching any voyage of any kind by grant and gift and by letters patent of the said

¹ 'Exercitor.'

42.
Legge
c.
Moore.
Supra, p. 86.

our lord the king thereupon made notoriously have belonged and appertained and at present do belong and appertain to the principal court of the said our lord the king his Admiralty of England aforesaid and to us the High Admiral aforesaid or other the High Admiral of England for the time being. And these things were and are true public notorious manifest alike and well known. And we object as aforesaid.

5. Also we object as aforesaid that you the aforesaid John Moore and Thomas Moore and each of you well knowing all and singular the premises and notwithstanding the same after and against the same feigning and pretending untruly by one Robert Maddy your attorney that the same Robert Legge the owner and proprietor aforesaid had unjustly broken an agreement of his entered into and made between you and him in the parish of St. Christopher in the City of London aforesaid (as you asserted) whereas the same Robert never there so agreed or bargained with you or either of you have craftily caused him to be arrested and thereupon to be impleaded concerning this and other things altogether unjust and untrue alleged before John Fayrer and Thomas Huntelowe sheriffs of London judges in that behalf by reason of their want of jurisdiction notoriously altogether incompetent suggesting amongst other things unjustly and contrary to the truth and fact [and] deceitfully declaring to wit That on the eleventh day of February in the thirtieth year of the reign of the aforesaid lord our king Henry the Eighth that in the parish of St. Christopher in London the said Robbert Legge the owner and proprietor aforesaid agreed with you the aforesaid John Moore and Thomas Moore to deliver to you divers goods and chattels to the value of £24 in Iceland in parts beyond sea at the place where a certain ship called the Anne of Orwell should fortune to break her bulk and that nevertheless the aforesaid Robert Legge not regarding his aforesaid agreement has not yet delivered the said goods and chattels to you the aforesaid John and Thomas or to either of you

although frequently &c., And that so the same Robert has unjustly broken his aforesaid agreement before made between you and the same Robert; Whereas in truth and in fact the same Robert and you upon the same eleventh day of February were not in the said city of London nor did he and you so agree; Wherefore you untruly said before the said sheriffs judges in that behalf incompetent that you were damnified and suffered loss to the amount of £30 as on your behalf unjustly and against the truth of the fact is set forth and narrated before the same pretended judges according to the tenor of a certain schedule containing the true tenor of your pretended plaint or plea porrected in that behalf and annexed to the present interrogatory and in manner and form expressed in the same schedule against the form of the gift grant and letters patent of the said our lord the king to us granted to the damage loss and no small detriment and grievance of him Robert Legge and in contempt derogation usurpation and depreciation of the right and jurisdiction of the aforesaid our lord the king his Admiralty of England aforesaid and of us. And we object as aforesaid.

42.
Legge
&
More.
Supra, p. 87.

6. Also we object as aforesaid that you were and are and that each of you was and is of the city of London and of the jurisdiction of the said our lord the king his Admiralty of England and that you were and are subject and liable to the same. And we object as aforesaid.

7. Also that all and singular the premises were and are true public notorious manifest and well known and the public voice and report was and at present is loud concerning the same. And we object as aforesaid.

(*Endorsed.*) Articles on contempt.

A business of contempt promoted by Robert Legge of Harwich against John More and Thomas More grocer and skinner citizens of London for that they have drawn him Legge into a plea before John Fayre and Thomas Huntelowe sheriffs of London for a matter within the jurisdiction of this court.

Endorsed upon the copy declaration, which is annexed, is the following :

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42.
Legge
c.
More.
Supra, p. 88.

On the 28th day of November in the year of our lord 1539 and the 31st year of the reign of the supreme lord our king Henry the Eighth in the forenoon of the same day in the house of Master Anthony Huse president of the principal court of the Admiralty of England and before him in our parish of Bow in the city of London in the presence of me Roger Huntte notary public registrar of the said court personally appeared the above named Robert Legge and exhibited the aforesaid schedule and alleged that he was unjustly impleaded before John Fayree and Thomas Huntelowe sheriffs of London touching a matter done upon the sea in the parts of Iceland as is contained in the said schedule; Wherefore my lord decreed that a prohibition and inhibition be made out to the aforesaid sheriffs [and] to all and singular other persons whomsoever &c. that the said sheriffs stay [their proceedings] under a penalty of one hundred pounds sterling to be levied of the goods and chattels of each of them to the use of the said lord our king and that the other persons namely the plaintiffs and their counsel do by no means attempt further to prosecute the said cause; And he further decreed that the within named John More grocer and Thomas More skinner citizens of London be actually attached on Monday next so that each of them be produced in the aforesaid court to answer personally to certain articles [charging] usurpation contempt and violation of right &c.

Upon Saturday the last day of November but one in the year 1539 the aforesaid parties compromised by consent [the matter] between themselves.

FLOTSAM—PRESENTMENT OF JURY (*supra*, p. 89).

44.
Flotsam—
Presentment
of jury.
Supra, p. 89.

The following presentments of goods found derelict were made in the principal court of the lord our king.

Mylton shore in the	}	On Saturday the 28th day of June in the year of our Lord 1539 and in the 31st year of the reign of King Henry the Eighth in the forenoon of that day at the house of Master Anthony
county of Essex.		

Huse the president and before him in the presence of Mr. Roger Huntte notary public personally appeared John Scotte of Mylton shore aforesaid mariner and alleged that he about the feast of Epiphany last past found one boat called a ship's boat of the burden of three tons or thereabouts flotsam on the high sea at a place called the South Deep opposite a place called the Mynster in the Isle of Sheppey in the county of Kent as a derelict; And that he caused the same to be appraised by Richard Rede of Mylton aforesaid and Richard Pulter of the same place William Murcock of the same place and Thomas Byan of the same place mariners at [the sum of] thirty shillings sterling; And that afterwards [he sold] the same to one William Damyn of the island of Foulness in the Hundred of Rochford for the sum of 36*s.* 8*d.* sterling; And that he paid down 18*s.* 4*d.* for one half [thereof] due to the office of the lord High Admiral according to the laws of the sea; And he made oath and bound himself and all his goods in 40*s.* sterling to me the notary, undertaking to restore to this court the other half of the value of the said boat if anyone within a year and a day should prove ownership in the same, without prejudice to [the recovery of] his expenses incurred in this behalf.

44.
Flotsam—
Presentment
of jury.
Supra, p. 89.

SMITHE c. BRAYE (*supra*, p. 100).

In the name of God. Before you the noble and all-powerful man and lord Sir John Russell knight of the most illustrious order of the Garter lord Russell &c. the party of the honest man Baldewin Smithe citizen and haberdasher of the city of London against William Braye of Ratcliff in the county of Middlesex mariner says alleges complains and in law propounds, That in the month of May in the year of the lord 1541 and the thirty-third of the reign of the supreme lord our king Henry the Eighth now instant on the public stream of the river Thames the same Baldewin went on board a certain ship of Spain called the Santa Maria of Placentia then sailing between Greenwich and Blackwall to foreign realms in the presence of several

50.
Smithe
c.
Braye.
Supra,
p. 100.

50.
Smithe
c.
Braye.
Supra,
p. 100.

persons as one of the general searchers of our lord the king in the port of London assigned and deputed in order to search that ship for uncustomed goods and merchandise exported against the laws of this realm; And in that ship he found and discovered divers sums of money contrary to the aforesaid laws which he thereupon arrested for the use of the said lord our king and seized as confiscated; by reason of which the said Braye both then and since oftentimes maliciously uttered said and affirmed divers calumnious opprobrious and scandalous words to and concerning the same Baldewin and in particular the following words in English or other words to the like effect namely 'Thou art or he is (meaning the same Baldewin) a poller and a briber and doth use both polling and bribing and that the said Baldewin had taken more money from the Spaniards in the said ship than he had given information of for the king's use and that he had taken a ring for a bribe of one of the Spaniards in the said ship'; by the uttering of which words not only is the said Baldewin grievously slandered amongst the subjects of the said lord our king to the amount of £100 but also the sailors of the said ship at the time of the arrest of the said sums of money made an attack upon the same Baldewin so that he was in danger of his life; Wherefore having made oath as is of right required in that behalf the party of the said Baldewin prays that justice and its consequences be done him in the premises and in what concerns the same, propounding the same premises jointly and severally.

GERYCKE c. LYSSE (*supra*, p. 101).

51.
Gerycke
c.
Lysse.
Supra,
p. 101.

. . . Therefore I Anthony Huse . . . (*in com. form*) condemn the before named Vincent Lysse in the sum of £5 6 8 for his rateable share of the freight or affreightment libellate and admitted before me and in costs . . . (*in common form*).

RE RUMNEY AND WOOD (*supra*, p. 102).

In the name of God Amen. I Anthony Husse, esquire, duly and lawfully appointed [president] of the principal court [of the Admiralty] of the most excellent and invincible prince in Christ and our lord Henry the Eighth by the grace of God king of England and France defender of the faith lord of Ireland and on earth supreme head of the church of England by the noble and most powerful lord Sir John Russell knight of the most illustrious order of the Garter lord Russell guardian or seneschal of the Stannary High Admiral of England Wales Ireland and of the town and marches of Calais of Normandy Gascony and Aquitaine duly and lawfully proceeding in a certain business of an inquisition against you Jacob Rumney of the city of London mariner late master of a ship called the Trinity Fitzwilliam and John Wood of Radclyff mariner living in the county of Middlesex near to the sea shore of the public river Thames lately under God master or prefect or commander¹ of a ship called the Martyn by right of ownership or quasi ownership belonging and appertaining to the illustrious lord the said William Fitzwilliam Earl of Southampton knight of the most illustrious order of the Garter Chancellor of the duchy of Lancaster and Lord of the Privy Seal, bound on a passage or voyage to the port of Burwage in Brittany under the sovereignty of the king of the French from the port of the renowned city of London ; Whereas by the matters done enacted found discovered inquired into pleaded and confessed by you and each of you we find and discover that [by] you and each of you by your fault negligence and carelessness the same ships whilst under sail and being under your charge and government respectively were driven and grounded upon the shoal or rocks called the Isle of Peytewe off a place called Lormynster out of their right and proper course ; And that by reason thereof the keel of one of them namely the Martyn was and is broken and that

53.
Re Rumney
and
Wood.
Supra,
p. 102.

¹ 'Exercitor.'

53.
*Re Rumney
and
Wood.
Supra,
p. 103.*

the whole hull of each of them together with the seamen mariners and things and merchandises laden in them were exposed to the greatest peril so that they barely escaped from perishing and suffering dire shipwreck, and all hope of saving the ships and all on board them both men and goods was almost given up and it was almost all over with them; Therefore by and with the express advice and assent of the distinguished men Sir Thomas Sperte knight and William Gonson yeoman of the body guard of the said lord our king and Commissary or Vice-Admiral of the Admiralty in Suffolk and Norfolk [both] well skilled in seamanship and also commanders¹ in the Royal Navy our colleagues in this behalf and by reason of the experience each of them has my assessors in this business of inquisition I pronounce decree and declare that you the aforesaid Jacob Rumney and John Wood and each of you by your fault negligence and carelessness did cause the same ships to strike and ground upon the shoal aforesaid and were the cause of the breaking of the keel of the said [ship the] Martyn; And also that you commanded and piloted the same ships badly; And that by reason of the premises you are of right bound to repair and to restore and rebuild the ship called the Martyn; And also that by reason of the fault negligence and carelessness manifestly committed and perpetrated by you and each of you you were and are unfit and improper persons to have the charge and government of the said ships or either of them or to hold so great an office or charge; And that according to the exigency of your fault such a finding and opinion ought deservedly to be come to; And I dismiss absolve and discharge you and each of you as being unworthy unfit unskilful inexperienced lazy negligent and careless men from the charge care and practice of conducting commanding and piloting any ships whatsoever as well from any ports whatsoever within this famous realm of England as to ports over the sea; And I forbid you by the authority in this behalf committed to me which authority and prohibition I exercise and express by the

¹ 'Prefectorum.'

tenor of this my diffinitive sentence and I expressly enjoin you under the penalty of one hundred pounds sterling to be levied of the goods and chattels of you and each of you to the use of the said lord our king that hereafter you presume not and that neither of you presume to take upon you the office or duty of master captain pilot or conductor of any ship or ships and that you abstain therefrom as being unworthy thereof; And by the tenor of this my diffinitive sentence which I pass and promulgate in this writing with the concurrence assent and desire of my said colleagues I pronounce decree and declare that by reason of your misdoings and offences aforesaid you ought to be and in fact be imprisoned and that by the imprisonment of your persons for a whole year from the day of the date of these presents you ought to be detained and punished according to the laws of the sea and the ordinances of the principal court of the Admiralty of England in this behalf passed promulgated and ordained; And I reserve the mitigation and lightening of this my sentence and of the matters contained therein to be prayed for [by you] of the aforesaid lord high Admiral of England of his clemency towards you according to your repentance for your misdoings.

58.
Re Rumney
and
Wood.
Supra,
p. 104.

Supra, p. 104.

To William Pyckeryng knight the marshal or to his deputy or to the keeper of the gaol of the Marshalsea who-soever he be.

On Monday the first day of the month of August in the year of the lord 1541 and in the 33rd year of the reign of our supreme lord King Henry the Eighth by the principal court of our lord the King himself his Admiralty of England.

Receive and keep under safe custody Jacob Rumney of the city of London and John Wood late of Radclyff in the county of Middlesex mariners until you shall have further order from the aforesaid court but so that you load them

53.
Re Rumney
and
Wood.
Supra,
p. 104.

not with iron fetters but having taken your accustomed fee for such iron fetters you cause them to remain with you safe and secure.

ANTHONY HUSE.

ROGER HUNTTE, Registrar.

Supra, p. 105.

Upon which day Monday the 12th day of September at Limehouse aforesaid before master Huse president of the principal court of the Admiralty of England then sitting judicially in the house of John Edgos called Master Edgos' storehouse appeared personally Jacob Rumney and John Wood seamen brought thither from the Marshalsea by William Tyrrell the servant of the said Sir William Pyckeryng knight the Marshal and according to the tenor of a letter remaining with the Registrar they produced William Wood of Radclyff mariner and Richard Costrell of the same place mariner as sureties for their not exercising &c. the duties of master or pilot of ships during the time fixed by the sentence passed against them unless in the meanwhile a release should be granted them by the Admiral; And each of them made oath and entered in a bond &c. in £20 sterling; And the party of each of them similarly bound himself &c. in the said sum to the effect aforesaid; and so each of them made oath and bound himself and all his goods whatsoever wheresoever &c. for the whole sum and jointly &c. in the presence of Master David Clapham bachelor of laws Thomas Bowghe gentleman Hubert Huse John Gregory and George Bane literates as witnesses, &c.

SYMONDS c. DANYELL (*supra*, p. 105).

54.
Symonds
c.
Danyell.
Supra,
p. 106.

. . . Therefore I Anthony Husye . . . (*in com. form*) pronounce decree and declare that the aforesaid William Danyell received 600 fish called cods, a half hundred lings and also a chest, and a certain cloak of frisadoo welted with velvet, two pair of breeches of white woollen cloth, a

scarlet cape, and jacket of tawny chamblet, a pair of sailing compasses, [and] a running glass, from the aforesaid ship the Little Peter of Cley being on the high sea without the realm of England or at least within the jurisdiction of the said lord our king his admiralty [and] promised that he would deliver the same to the use of the said Ralph [Symonds] in the port of Hull or of Lynn; And that the said William Danyell did not according to his promise deliver the fish and other things aforesaid to the use of the said Ralph but carelessly and longer than was right delayed to do so; And also by this my diffinitive sentence or this my final decree which I pass or promulgate in this writing I pronounce and decree that the same William Danyell ought in law to be obliged and compelled to deliver and restore to the aforesaid Ralph Symons the aforesaid fish and goods so as aforesaid taken received and carried off if they are in existence or if not their true value which I estimate at the sum of £18 sterling together with the costs and [loss of] interest of him Ralph in that behalf which I also estimate at the sum of 40s. sterling; And I pronounce and decree that he be so obliged and compelled accordingly.

54.
Symonds
c.
Danyell.
Supra,
p. 106.

LEGENT c. BRADELEY (*supra*, p. 111).

Edward Legent mariner against Brian Bradeley of the parish of All Saints Barking owner of one half of the ship called the Sonday of London.

On which day the said Edward Legent by way of summary article or summary petition alleged that the aforesaid Brian Bradeley in the month of November or December in the 33rd year of the lord our king the said Edward, then being on board the said ship called the Sonday of London, which was under sail on the high sea at Gore End in the maritime parts of the county of Kent within the jurisdiction of the said lord our king his Admiralty of England, struck with a certain lance called a morrishe pike in the upper part of his left arm and wounded

58.
Legent
c.
Bradeley.
Supra,
p. 111.

58.
Legent
c.
Bradeley.
Supra,
p. 112.

him even to the shedding of blood, and the same Edward at other times and in other ways and at other times did hurt ; Whereby the said Edward suffered damage and loss in this behalf¹ as follows in English : (*here follow the items of loss as above, p. 111*) . . . and [he alleged that] all and singular the premises were and are true public notorious manifest and well known ; Wherefore being sufficiently . . . touching the premises the said Edward prays that justice be done him in this behalf, propounding all and singular the premises and the several sums aforesaid jointly and severally and each and every of the aforesaid sums even to the sum of 12*d.*

DE NERONIA c. BURYE (*supra*, p. 118).

60.
De Neronia
c.
Burye.
Supra,
p. 112.

. . . Therefore I John Huse president . . . (*common form*) pronounce decree and declare that the aforesaid William Burye received into his aforesaid ship and had of the goods of the aforesaid Anthony de Neronia in the harbour of Boston within the ebb and flow of the sea and the jurisdiction of the aforesaid lord our king his Admiralty of England 400 quarters of corn of which each in the year and months libellate was worth in the kingdom of England by common estimation of men 6*s.* 8*d.* and in Lisbon in Portugal in the same year and months by the common estimation of men 16*s.* sterling and was at the time in question of the same value, and undertook to safely carry and transport them in the same ship from the same port of Boston to the port of Lisbon ; And agreed and contracted with the same Anthony for the carriage and transport of the same said 400 quarters of wheat to the aforesaid port of Lisbon according to the terms of the agreement and contract entered into and made between the same Anthony and William ; And that by the deed and fault of him William Burye he failed to carry or to cause to be carried and failed to hand or deliver the same or to cause the same to be handed or delivered to Anthony in the port of Lisbon aforesaid, but

¹ The construction of the Latin is obscure.

for so long a time detained in his own hands in his ship the same 400 quarters of wheat that in violation of the terms of the contract and agreement there happened great deterioration in their value, and on that account the same Anthony de Neronia suffered loss and injury in the sum of £50 sterling, at which sum I assess his damage and [loss of] interest in that behalf; And further I pronounce decree and declare that the same William Burye had and received from the same Anthony de Neronia in manner and form by him admitted to the same Anthony ninety ducats of gold, of which each in the year and months libellate was and at present is worth five shillings, that is to say £22 10s. sterling, [and] owed and still owes to the said Anthony the same ninety ducats, and has not yet paid and discharged the same to the said Anthony, but detained and still detains the same in his own hands; And by this my diffinitive sentence or this my final decree which sentence or decree I make and promulgate in this writing I pronounce decree and declare that he William is of right bound to pay and restore to the said Anthony the said 90 ducats, together with the said £50 by me assessed as aforesaid by way of damages, and that the same William Burye ought of right to be effectively condemned to the same Anthony in the sum of £72 10s. together with costs incurred and to be incurred by the said Anthony in this suit and on that account; And I condemn the above named William Burye in the aforesaid sums and in such costs . . . (*in common form*).

60.
De Neronia
c.
Burye.
Supra,
p. 114.

COKE c. FLIETT (*supra*, p. 115).

. . . by the maritime law use and laudable custom for 10, 20, 30, 40, 50, and 60 years and before and since and also from and for a period the beginning of which the memory of man knoweth not, and oftentimes obtaining and observed in adverse judgment¹ as often as any man contracts agrees and bargains for certain things goods and

61.
Coke
c.
Fliett.
Supra,
p. 115.

¹ 'Judicio contradictorio' = judgment after argument, or (qy.) judgment on appeal.

61.
Coke
c.
Flett.
Supra,
p. 115.

merchandises to be put on board any ship and carried for a fixed sum, if afterwards by him and by the act and fault of him who ought so to put them on board and lade or freight the ship it happens that according to such contract and agreement they are not put on board and shipped and the vessel be not laden with them, that then the person so contracting and failing according to his contract and agreement aforesaid to load his goods things or merchandise or refusing to load the ship is bound and accustomed to pay bear and satisfy to him with whom he has contracted for [the carriage of] such things goods and merchandise, for their carriage, or, as it is called, for dead freight, the same sum freight and moneys that he would and ought to have paid if they had actually been carried according to such agreement.

HERDESON c. SCREVEN (*supra*, p. 115).

62.
Herdson
c.
Scroven.
Supra,
p. 115.

. . . Therefore I Anthony Husse . . . (*in common form*) . . . pronounce decree and declare that the aforesaid Brian Screven ought of right to be dismissed and absolved from the claim and demand of the said Henry Herdeson touching the matters set forth or claimed in the said pretended libel, and I so dismiss and absolve the same Brian accordingly ; And by this my diffinitive sentence or this my final decree which sentence or decree I pass and promulgate in this writing I condemn him Henry Herdeson in lawful costs by the party of the said Brian in this behalf incurred and to be incurred ; But the taxation and assessment of such costs I hereby reserve to myself or some other judge competent in that behalf.

WARNER c. WHEELER (*supra*, p. 117).

64.
Warner
c.
Wheeler.
Supra,
p. 117.

. . . And that by virtue of the letters patent of the supreme lord the present king Henry the Eighth and of his predecessors kings of England made and granted to the lord High Admiral of England for the time being the same

lord High Admiral has jurisdiction to arrest all goods and things whatsoever of all persons whomsoever for all debts howsoever arising or sued for upon all contracts whatsoever, provided that such goods wares and things be found and be in any ships or boats upon the public river Thames or elsewhere wheresoever within the ebb and flow of the sea below London bridge towards the sea; And that by reason of such arrest as well the things arrested as the persons to whom such things belong were and are subject and liable to the jurisdiction of the court of the said lord our king his Admiralty of England.

64.
Warner
c.
Wheler.
Supra,
p. 117.

GRESHAM c. JENYE (*supra*, p. 117).

Before you the noble and most powerful man Sir John Russell knight of the most illustrious order of the Garter lord Russell Keeper of the Privy Seal Seneschal of the Stannary of the Duchy of Cornwall High Admiral of England Wales Ireland of the town and marches of Calais of Normandy Gascony and Aquitaine . . . (*in common form*) . . . the party of the valiant Sir Richard Gresham knight against a certain ship called the Pinnace and her apparel and freight lately belonging and appertaining to Sir Christopher Jenye knight deceased and lately arrested within your maritime jurisdiction and now being under such arrest and at present remaining in the custody of Richard Dryver intervening¹ for his interest in that behalf, suitable bail having been received and admitted by you, and also against the freight or affreightment of the same ship lately by your authority remaining in the hands of the freighters of the same ship, and against anyone else lawfully intervening before you in court on behalf of the same ship apparel and freight, says alleges and in this writing propounds: That the same Christopher Jenye by virtue of certain contracts civil and maritime entered into and made between the same Christopher Jenye and the aforesaid Sir Richard Gresham owed and owes the sum of £58 6 8

65.
Gresham
c.
Jenye.
Supra,
p. 117.

¹ 'Intervenientis median'.

65.
Gresham
c.
Jenye.
Supra,
p. 118.

sterling to the aforesaid Sir Richard Gresham by virtue of a transfer or assignment of the debt and sums of money aforesaid made and effected by William Gresham citizen and merchant of London to the same Richard Gresham, concerning which transfer and assignment of the aforesaid debt of £58 6 8 clear proof appears in your existing Acts ; for the due and faithful payment of which £58 6 8 sterling at a date now long past the said Sir Christopher Jenye has bound himself and [all] his goods whatsoever wheresoever they may be found on sea or land to the aforesaid William his principal [creditor] in the first place, and by such transfer and assignment to the said Richard, as more fully appears and is made plain in letters thereupon made and signed by the proper hand of Sir Christopher himself and sealed with his seal, to which letters your party propounding refers so far as advantageth him and not otherwise ; Wherefore the said Sir Richard Gresham, such transferee or assignee [as aforesaid], having no other hope of recovering his debt but by arrest of the aforesaid ship apparel and freight, lately caused and procured the same ship apparel and freight then being and remaining within your maritime jurisdiction to be arrested ; And also caused and procured to be lawfully and peremptorily cited according to the custom style and practice of your aforesaid court hitherto in use all persons whatsoever pretending to have right title or interest in the said ship apparel and freight, if they should think that they have such interest,¹ to appear before you, lord judge aforesaid, upon a day and at a place competent and specified, to make answer concerning justice to the aforesaid Sir Richard Gresham in a civil and maritime cause ; Yet nevertheless all and singular the persons so cited, except only Richard Dryver . . . (*have failed to appear ; prayer for possession in common form*).

Instrument assigning the debt :

To all the faithful in Christ to whom these present letters shall come I William Gresham citizen and mercer

¹ ' Si sua putaverint interesse.'

of the city of London make known That whereas the strenuous man Sir Christopher Gennye deceased late of Cressingham Magna in the County of Norfolk knight owed to me a sum of £58 6 8 sterling and such sum is still owing to me as clearly is proved and appears by certain bills obligatory in the name of Christopher Gennye of Cressingham Magna in the county of Norfolk gentleman by him made thereupon and given to me; Know ye therefore that I the aforesaid William Gresham have given and granted, as by these presents of my certain knowledge and free will I give and grant, to Sir Richard Gresham knight Alderman of the said city of London my brother all my right title interest and claim that I have or may have or shall hereafter in any way be enabled to have in or to such £58 6 8; And so let it be lawful for the same Richard Gresham Knight my brother aforesaid his heirs and assigns to sue the executors or administrators of the goods of the aforesaid Sir Christopher Gennye knight deceased before all judges whomsoever for all purposes in law for the recovery of the said £58 6 8, and to sue the same executors or administrators aforesaid for such £58 6 8 until they shall fully and wholly recover and obtain from such executors and administrators as aforesaid the said £58 6 8; And the same being so recovered and obtained to convert to their own use and purposes and to dispose thereof at their own will without any interference or claim being thereafter made thereto by me my heirs or executors; And further by these presents sealed with my seal and subscribed with my hand I make ordain and appoint the aforesaid Richard Gresham Knight my proctor [to sue] upon his own behalf and for all purposes of law; Given on the 10th day of the month of November in the 34th year of the reign of the most illustrious prince in Christ and our lord Henry the Eighth by the grace of God king of England France and Ireland defender of the faith and on earth supreme head of the church of England and Ireland.

By me WILLIAM GRESHAM.

65.
Gresham
c.
Jenye.
Supra,
p. 119.

HARWOOD c. EMERSON (*supra*, p. 120).

66.
Harwood
c.
Emerson.
Supra,
p. 120.

In the name of God Amen. Before you the noble master John Russell, knight of the most illustrious order of the Garter, lord Russell, guardian or seneschal of the Stannary, High Admiral of England Wales Ireland of the town and marches of Calais [and of] Normandy Gascony and Aquitaine, by the most excellent and illustrious Prince in Christ and our lord Henry the Eighth by the grace of God king of England France and Ireland defender of the faith and on earth supreme head of the church of England and of Ireland sufficiently and lawfully deputed, or before your Official Principal or Commissary General in the High Court of our lord the king his Admiralty of England or other president or competent judge of the same court whosoever he be, the party of the honourable man Richard Harwood of the town of Calais, mercenary soldier, against George Emerson otherwise commonly called Captain George of Ermew in the county of Zeland, and against anyone else lawfully intervening for the same [Emerson] before you in court, by way of summary article or summary petition in every way manner and form of law in which he could or can best and most effectually in law [allege], and also to every effect of law that is able to follow thereupon, says alleges and in this writing in law propounds by way of articles as follows :

1. First, namely, that the said Richard Harwood in the months of April May June July August September October November December January February and March in the years of our lord 1584, 1585, 1586, 1587, and 1588, or in some one or other of them, was owner proprietor and master under God of the ship then commonly called the John Baptist of London and of her apparel and furniture, and in the years and months aforesaid or in one or some of them was commonly called taken held named and reputed openly publicly and notoriously for and as owner proprietor and master of the same ship apparel and

furniture. And he propounds [the premises] jointly and severally.

2. Also, that in the years and months aforesaid or in some one or other of the same months and years, there being good peace and friendship between their majesties the most illustrious lord our king libellate and the most serene Prince Charles the Fifth Emperor of Germany, the said George Emerson alias Captain George with his accomplices in great numbers, being in a certain boat commonly called a cockboat, against the will of the aforesaid Richard Harwood and his sailors then in the said ship by force of arms against the peace of our lord the king attacked the ship libellate [then] laden with certain goods things and merchandises and riding at anchor in a certain place commonly called the Chamber on the high sea opposite or near Rye in the County of Sussex within the maritime jurisdiction of our lord the king his Admiralty of England, and the same violently entered and the goods and things then in the said ship and the apparel and furniture of the said ship more fully specified in the schedule annexed to these presents belonging and appertaining to the said Richard Harwood by right of ownership or quasi ownership unlawfully and by force and without any reasonable or lawful cause spoiled took removed carried off and took away or ordered the spoiling and carrying off to be done by others and ratified [the same], or at least without any [good] cause all and singular the premises had in his possession and detained, and so at present spoils carries off possesses has and detains the same. And he propounds as aforesaid.

3. Also that the true value of the goods merchandise things tackle and furniture aforesaid specified in the schedule to these presents [amounts] to the sum of 100 marks sterling. And he propounds every smaller sum. (*The libel concludes with a prayer for redress in common form.*)

66.
Harwood
c.
Emerson.
Supra,
p. 121.

BURYE c. DALE (*supra*, p. 128).

68.
Burye
c.
Dale.
Supra,
p. 128.

In the name of God Amen. Before you . . . (*common form*) . . . the party of the honest man Andrew Burye leather seller of the city of London against Thomas Dale seaman master under God and owner of the ship called the Magdaleyne of London by reason of the matters hereunder written notoriously subject and liable to your jurisdiction, and against anyone else, whosoever he be, lawfully intervening before you in court on his behalf, says alleges and in this writing propounds in law: That Thomas Dale in the libel above named in the months of &c. (*in com. form*) notoriously being the owner and proprietor and governor and master under God of the said ship called the Magdaleyne, whilst navigating in the same ship from Ratcliff Reach towards a place called St Catherine's, a vessel full of wine commonly called one butt of sack of the value of £5 sterling (and the party proponent alleges any other less or intermediate sum down to 20s. sterling), laden together with other vessels of wine and merchandises in a certain boat of the said Andrew Burye called the Andrew then upon the public stream of the river Thames not far from a place called Wappynge within the ebb and flow of the sea and the jurisdiction of the said lord our king his Admiralty of England upon the tideway towards the city of London, marked with the public mark¹ of him Andrew, and being under the charge of servants of the same Andrew, struck with an anchor hanging from the side of the said ship called the Magdaleyne with such force that then and there he burst the aforesaid vessel of wine, and the whole and all the wine in the same vessel by reason of such stroke was destroyed and lost; And although the said Thomas was frequently urgently and lawfully required and requested on behalf of the same Andrew to satisfy and compound with the said Andrew Burye for the wine so as aforesaid lost and destroyed, yet the same Thomas expressly declined

¹ Query *nota subaudita*?

and refused to do so, or at least delayed unduly and still delays to do so, to the damage and loss of the aforesaid Andrew besides and beyond the principal sum of 40s. sterling . . . (*in com. form*) . . . Wherefore having made oath in manner required by law in this behalf the party of the said Andrew prays that right and justice be effectively done and awarded to him in all and singular the premises and their incidents . . . (*in common form*).

68.
Burye
c.
Dale.
Supra,
p. 124.

HAWKE c. CHAUNDLER (*supra*, p. 124).

. . . Therefore I Anthony Huse &c. pronounce decree and declare that John Chaundler owed and owes to the before named Thomas Hawke and Jasper Alen the sum of £5 13 4 sterling upon a certain civil and maritime contract, as more fully appears from his bill or writing touching the same sealed with the seal of him John and subscribed with his hand exhibited before me in that behalf and [now] remaining in the possession of the registrar; And I pronounce decree and declare that he has failed to pay that sum to the said Thomas and Jasper at the date at which the same ought to have been paid according to the tenor of such bill, and has refused and refuses to pay and satisfy [the same] or has longer than is right delayed and delays [to do so]; And also that the same Thomas and Jasper on that account have received and are receiving and have sustained and are sustaining damage and loss to the amount or sum of 2s.; And that the same John ought of right to be bound to pay hand over and deliver the said principal debt, namely £5 13 8 sterling, together with the aforesaid sum of 2s. for damages and loss aforesaid . . . (*condemnation of defendant in costs in common form*).

69.
Hawke
c.
Chaundler.
Supra,
p. 124.

PURY c. BROWNE (*supra*, p. 125).

In the name of God Amen. In a certain asserted business of contempt that before us . . . (*common form*) . . . between Alice Pury widow and asserted executrix of Thomas Pury deceased late citizen and merchant of London

70.
Pury
c.
Browne.
Supra,
p. 125.

70.
Pury
c.
Browne.
Supra,
p. 125.

the party promoting such pretended business of contempt of the one part and Edward Browne of the city of Rochester the party against whom the said contempt is promoted of the other part . . .

First : (The first paragraph of the answer states that Alice Pury can take nothing by her proceedings because :) . . . the city of Rochester and the liberty and precincts of the same and also the mayor and citizens and inhabitants of the aforesaid city and all and singular those passing through it for all the time during which they happen to reside within the city liberty and precinct of the said city of Rochester were, as at present they are, altogether quit free exempt and relieved of and from every and every sort of jurisdiction power cognisance and authority of the lord High Admiral of England for the time being or his London Commissary and Official or his deputies whomsoever.

2. Also that the most excellent lord Edward formerly king of England and France by his charter thereupon made and sealed by his great seal amongst other things graciously granted for himself and his heirs to the then mayor and citizens of the aforesaid city and their successors that his Admiral of England or the Admiral of his heirs or his lieutenant Commissary Official or deputies should not from thenceforth in any way enter upon the liberty and precinct aforesaid by land or by water to do exercise or execute anything that might or could there appertain to his or their office ; And also that it should be lawful for the aforesaid mayor and citizens of the aforesaid city for the time being and for every of them within the city liberty and precinct aforesaid to resist the lord High Admiral of England for the time being and his lieutenant Commissary Official and every of them who should be minded to do execute or exercise by water or by land anything that might or could appertain to his office, and by no means to permit him or them to do or in any way to perform there anything that [might or could appertain] to his or their office, and [that] without interference by him the most illustrious lord the king Edward or his heirs or others whomsoever.

DESTIRON c. TURBLEVELL (*supra*, p. 128).

. . . Therefore I Griffin Leyson judge aforesaid . . . (*in common form*) . . . pronounce decree and declare that the aforesaid John Destiron was and ought to be the true and lawful possessor of the aforesaid ship and that John de Arestigeneta Peter de la Ryn Donnego de Arnado Viado and John Lumbye were and ought to be the true and lawful possessors of the things that were in the same ship and that are claimed by them in their libel or summary article, as in the schedule to the said libel annexed more fully appears; And that they were by the said Richard Turblevell Egidius Kelwaye Barnard Smythe and Richard Bell and their servants sailors or agents by their command and by their travail and labour unjustly spoiled and deprived of their aforesaid possession [of the said things]; And that they and every of them respectively [ought to be restored] to the possession of the things specified in such schedule; And moreover I condemn the aforesaid Turblevell Kellway Smythe and Bell in costs (*in common form*).

72.
Destiron
c.
Turblevell.
Supra,
p. 128.

CRANE c. BELL (*supra*, p. 129).

Be it remembered that on the . . . day of . . . came John Crane . . . and gives the said court of the King here to understand that whereas in the statute . . . (*reciting* 13 Ric. 2, c. 5, and 15 Ric. 2, c. 3) . . . Nevertheless one Richard Bell of the county of Sussex by no means weighing the aforesaid statutes but against the same contriving unduly to harass oppress and vex the said John Crane against due form of the law of the realm of our lord the present king of England and against the force form and effect of those statutes did implead the aforesaid John Crane in the court of Admiralty before the noble and most powerful lord John Viscount Lisle Baron de Malpas and Somerey, knight of the most illustrious order of the Garter, Lord Bassett and Tiasse, High Admiral of England Ireland

73.
Crane
c.
Bell.
Supra,
p. 129.

78.
Crane
c.
Bell.
Supra,
pp. 129, 130.

Wales of the town and marches of Calais Normandy Gascony and Aquitaine, or before his deputy in the same court of Admiralty at Southwark in the county of Surrey, for that the same John Crane (as he Richard asserts) had promised and bound himself to indemnify and save harmless him Richard from every action and liability in law in respect of the seizure or restitution of a certain ship called the Mary Fortune and her apparel and the goods and merchandise that were in her at the time of her capture (in that the same Richard was associated with John Bell and the others at the time of the capture of such ship), at the instance of [?] one John Destyron and others, Spaniards, who asserted that they were the owners and proprietors of the same ship and goods, craftily and deceitfully libelling against the said John Crane and [therein] making no mention of any certain place where such promise had been made, whereas in truth a conference concerning and about the premises had been had engaged in and entered into between the said John and Richard outside the maritime jurisdiction, to wit, at Dartmouth in the county of Devon within the body of the county of Devon aforesaid; And by reason thereof constrained the aforesaid John Crane to appear and take part in [a suit] before the Admiral aforesaid or his deputy in the court of the Admiralty at Southwark aforesaid; And with the utmost diligence endeavours strives and contrives [to compel] him John Crane to make answer to him Richard Bell and to have him condemned thereupon, in contempt of the said lord our present king, and to the great damage grievance and manifest impoverishment of him John Crane, and against the form of the aforesaid statutes; And this he is ready to verify; Wherefore the same John Crane imploring the aid and assistance of the said court of our lord the king prays for redress and that a writ of prohibition from our lord the king may be addressed to the aforesaid Admiral and his deputy, forbidding them from further entertaining the aforesaid suit under any pretence whatsoever, &c.

And the prohibition is granted to him, &c.

COLMER c. ANTHONY (*supra*, p. 180).

. . . Therefore I Anthony Husse president . . . (*common form*) . . . pronounce decree and declare that Peter Anthony libellate the said William Colmer without any reasonable or lawful cause subsisting at the town of Middelborough in Zeland aforesaid by the authority of the bailiffs¹ or burgomasters of the same town purposely² and unjustly caused procured and obtained to be arrested and delivered to prison, and for some time to be detained there, to the damage and loss of him William in the sum of £3 sterling; And moreover I condemn the said Peter in the damages and loss aforesaid, and in lawful costs incurred and to be incurred in this behalf by the party of William Colmer libellate. But the taxation . . . (*in common form*).

74.
Colmer
c.
Anthony.
Supra,
p. 180.

HUNTE c. DALE (*supra*, p. 181).

John Rukbie, Richard Liell, [and] William Jeffrey, doctors of laws, duly and lawfully appointed judges delegates, in the within written cause and between the within named parties, of the most illustrious and invincible Prince in Christ our lord Henry the Eighth, by the grace of God king of England France and Ireland, defender of the faith, and on earth supreme head of the church of England and Ireland, To the distinguished and discreet master Anthony Hussey, esquire, judge and president of the High Court of Admiralty of England Greeting in the Author of [all] salvation; Whereas we duly proceeding in a certain pretended cause of appeal and complaint of nullity from a diffinitive sentence by you passed and interposed in the said court of Admiralty in a certain civil cause between the parties within written which [cause] for some time past was being discussed and is now pending undecided before us by delegation from the king between Thomas Dale late purser of a ship called the Saviour of Bristol of the one part and

76.
Hunte
c.
Dale.
Supra,
p. 181.

¹ 'Scabinorum.'

² 'De facto.'

76.
Hunte
c.
Dale.
Supra,
p. 132.

Robert Hunt citizen and tallow chandler of the city of London party appellate of the other part, have passed and promulgated in writing a diffinitive sentence in favour of the party of Robert Hunte and against the aforesaid Thomas Dale, by which amongst other things, we, affirming the sentence passed by you in the said principal court, have condemned [the said Thomas Dale] in the costs incurred and to be incurred by the party of the said Robert in that behalf and by reason of such suit before us (which we have taxed at the sum of £5 sterling), and have also decreed that such pretended cause and causes of appeal and complaint should be remitted to you and to your consideration, and so in fact have remitted the same accordingly; In order therefore that you may have power and be able freely and without hindrance in such cause and causes to proceed further according to the requirement of justice and to administer to the aforesaid parties justice and its incidents in that behalf and to do all other things which appertain to your office in that behalf, we give you liberty and power [according to] the tenor of these presents [to do so], any inhibition hitherto imposed on you by us in that behalf notwithstanding; And in witness of this we have caused to be set on these presents the seal of the venerable lord the Archdeacon of Chichester which we use in this behalf. Given on the 28th day of January in the year of our Lord according to the calculation of the church of England 1544 and the 36th year of the reign of his aforesaid most serene majesty the king.

GYLBERT c. LYNSEY (*supra*, p. 132).

77.
Gylbert
c.
Lynsey.
Supra,
p. 132.

. . . Therefore I Anthony Hussey the aforesaid President . . . (*in common form*) . . . by this my diffinitive sentence or this my final decree, which sentence or decree I pass and promulgate in this writing, pronounce decree and declare that the boat specified in the same summary article ought to belong and appertain to John Gylbert by right of ownership and property, and that the said boat was found and

discovered floating by chance upon the river Thames [part] of your jurisdiction and came to the hands and possession of the said Thomas Lynsey, and in fact remained in his possession for some time, and that, although asked [to do so], he has delayed longer than is right to return restore and redeliver the same boat to the same John Gylbert, and still unduly delays [to do so], And that the same John Gylbert by reason of the premises and by the act of the said Thomas Lynsey was injured and has suffered loss to the sum or amount of 10*s.* sterling, And further that the above mentioned Thomas [be condemned] to restore to the same John Gylbert the aforesaid boat, if it exists, and in as good condition as it was in when it came to his hands; or, if it is not in existence, that he be bound [to restore] its value, which I by these presents assess at the sum of 10*s.* sterling; And [I condemn] the said Thomas in the aforesaid damages and value and also in the costs of this suit; But the taxation &c . . . (*in com. form*).

77.
Gylbert
c.
Lynsey.
Supra,
p. 132.

COCKE c. CAMP (*supra*, p. 133).

In the name of God Amen. Before you the noble and powerful man and lord John Viscount Lisle Baron Malpas and Somerey, knight of the most illustrious order of the Garter, Lord Basset and Tyasse, High Admiral of England Ireland and Wales [and] of the town and marches of Calais of Normandy Gascony and Aquitaine . . . (*in common form*) . . . the party of the honest men John Cocke the elder and John Cocke the younger of Leghe in the county of Essex mariners against the ship called the Olyvant of Hadley in the aforesaid county belonging and appertaining to John Camp of the same place [and] arrested within the jurisdiction of the said lord our king his Admiralty of England, and also against the said John Camp and whosoever else shall lawfully intervene in court before you on account of them or either of them, by way of summary article or summary petition . . . (*in com. form*) . . . propounds: That in the months January February and

78.
Cocke
c.
Camp.
Supra,
p. 133.

78.
Cooke
c.
Camp.
Supra,
p. 184.

March in the year of the Lord according to the English reckoning 1544 last past, or in some or one of those months, the said ship called the Olyvant riding at anchor on the high sea within the jurisdiction of our said lord the king his Admiralty of England at a place commonly called Peperell¹ not far from the town of Leghe aforesaid by the carelessness fault and negligence of the master pilot and mariners of the aforesaid ship called the Olyvant damaged broke and utterly destroyed certain ropes or other tackle called two cables of the value of £3 17 0 sterling belonging to the ship of them John and John called the Anthony of London which were fastened to the anchors of the said ship called the Anthony [then] riding in the maritime place aforesaid laden with goods and merchandise for Antwerp, to the damage of the said ship and of the goods and merchandise in her and to the damage and loss of the said John and John [to the amount of] £4 17 0 sterling, for which damages and [loss of] interest of £4 17 0, though often required on behalf of the said John and John to make composition and satisfaction with and to them, the said John Camp has not yet made composition and satisfaction, but has refused and even now refuses to make composition and satisfaction; Wherefore the same John Cocke and John Cocke, having no other hope of recovering the aforesaid damages and [loss of] interest of the £4 17 sterling but by actual arrest of the said ship called the Olyvant of Hadley and her apparel, have caused and obtained the same, being found within your maritime jurisdiction aforesaid, to be lawfully arrested by your authority on account of such damages and loss of interest, and have also caused and obtained as well the said John Camp the owner and proprietor of the said ship and apparel in particular, as in general all other persons whatsoever pretending to have right title or interest in such ship and apparel to be cited before you according to the custom style observance and practice of your said court, lord judge aforesaid, to make answer concerning justice on a fixed day or days and suit-

Qy. Prittlewell.

able place to the aforesaid John and John in such civil and maritime cause . . . (*default of appearance by defendant and prayer for possession in common form*).

78.

Cocks
c.
Camp.
Supra,
p. 135.

INSANO c. ELSDEN (*supra*, p. 138).

7. Also that, when the aforesaid ship so laden as aforesaid with goods and merchandise of the abovenamed Franciscus had navigated or made sail for some time from the said port of Bordeaux towards the port of Rouen, the said Thomas Roger John John Robert Thomas William and John the aforesaid owners and proprietors or possessors or quasi possessors, or at least their sailors mariners and other armed soldiers being in the said vessels called pin-naces, by the command counsel consent [and] will and with the ratification of them the owners or some of them or some one of them, with their said ships by force and with arms the said Franciscus and his goods laden as aforesaid upon the high sea in the month and years aforesaid or in one or some one of the same months attacked, and him Franciscus with his goods aforesaid piratically and unjustly captured, and the same Franciscus also against his will and according to his ability resisting together with such his goods carried off to a maritime place called Keynton¹ beside Opsam in the west country or parts of England, wickedly falsely and unjustly spoiling him Franciscus of his goods, and they so spoiled him [accordingly] and kept and now keep him so spoiled of his goods and merchandise.

83.

Insano
c.
Elsden.
Supra,
p. 138.

WOLMAN c. HAMOND (*supra*, p. 139).

. . . Therefore I Griffin Leyson . . . (*in common form*)
. . . pronounce decree and declare that the aforesaid Charles Wolman and his forerunners and predecessors the hirers lessees and tenants of the tenement or house libellate, all and singular of them, at all times from within memory [have been and now are] in peaceful possession

84.

Wolman
c.
Hamond.
Supra,
p. 139.

¹ Kenton, near Topsham.

84.
Wolman
c.
Hammond.
Supra,
p. 139.

of the right of using and enjoying the bay or place called 'the dock' contiguous to and adjoining the same house libellate, and so ought to have been, and ought [now] to be; And that the said William Hammond hindered and made hindrance to the aforesaid Charles so that he could not make use of and enjoy such place as freely [as before]; And also that against the will of the said Charles he unjustly made use of that place called the dock notoriously situate within the jurisdiction of our lord the king his Admiralty of England; And that the right profit and advantage accruing from such place or bay, or from the use and occupation of the same, and also the accruing right of making fast ships to the piles fixed and to be fixed at the head of the said bay has belonged and [now] belongs to the aforesaid Charles Wolman and to all the hirers and tenants of the said house or tenement for the time being whomsoever, and so ought of right to have belonged and to belong; And I condemn him William Hammond in costs . . . (*in common form*).

LUDKYN c. EDMUNDS (*supra*, p. 141).

86.
Ludkyn
c.
Edmunds.
Supra,
p. 141.

6. Also that after the bringing of the ship and of her boat and apparel and of the goods things and merchandises aforesaid to the aforesaid port of Scarborough Thomas Edmunds Richard Brown Matthew Wylson and Robert Bushell were informed as well by the merchants of the guild or house called the Steelyard of the city of London and other merchants of the same city then staying in those parts as also by other trustworthy men and persons of the towns or cities of Scarborough and Hull and other neighbouring places concerning the robbery and spoil aforesaid, and that as well the ship as the rest of the premises had been unlawfully captured by the aforesaid William Robynson and his accomplices, and that they had come by them in no right or lawful manner; And they [Edmunds and others] at other times and in other ways duly had notice or at least had a strong conjecture and suspicion concerning

the premises ; or at least it was only by their gross ignorance that they failed to know it. And he propounds &c.

7. Also that notwithstanding the premises the said Thomas Edmunds Richard Brown Matthew Wilson and Robert Bushell bought of the aforesaid William Robynson and his rovers pirates robbers and spoilers aforesaid under very suspicious circumstances as well the ship and her apparel and the rest of the things belonging to her and the skiff aforesaid as also the goods things and merchandises aforesaid or at least a great part or some part of the same in the result of this suit more fully to be specified and proved ; that is to say by reason of the aforesaid capture [they bought them] for much less and smaller sums and prices than they were worth or could have been sold for if they had been lawfully acquired or if the purchase and sale thereof had been legitimate, even for a half or a third part or thereabouts of the amount of the proper price of the same. And he propounds &c.

8. Also that the said Thomas Richard Matthew and Robert, knowing that the lord our king or the council of his royal majesty had been informed of the aforesaid spoil and robbery, and knowing also or rightly fearing that as well the sale as also the purchase aforesaid were notoriously unlawful, suddenly and without delay and secretly resold the premises so bought by them unlawfully and agreed and contracted for the making away with and disposal of the same, or at least caused or some one of them caused the same to be resold disposed of or made away with.

LORDE c. BUTTER (*supra*, p. 143).

. . . between Robert Lorde owner and proprietor of the ship called the George of London and of her apparel and of the skiff or boat belonging to the same ship, plaintiff, of the one part, and Stephen Butter charterer patron master or purser of a certain ship called the Sperance of Rouen and of the apparel of the same, taking upon himself the

86.

Ludkyn
c.
Edmunds.
Supra,
p. 142.

87.

Lorde
c.
Butter.
Supra,
p. 143.

87.
Lorde
c.
Butter.
Supra,
p. 143.

defence of this suit and cause, defendant, of the other part . . . (*in common form*) . . . Therefore I Griffin Leyson . . . (*in common form*) . . . pronounce decree and declare that the aforesaid ship called the George of London together with her aforesaid boat arrived from her journey or voyage from the port of the town of Hull in the public stream or river of Thames at London and at the maritime place and in the ebb and flow of the sea there called Saint Katherine's pool, and was there placed and laid near a place called St Saviour's Dock and remained and [there] rode to her two anchors ; And that after some days following such arrival and laying at anchor the said Stephen Butter the charterer patron master or purser aforesaid also arrived in the same river of Thames with the ship above mentioned called the Sperance of Rouen and there rode not far from the said ship of him Robert and the aforesaid place where she then was as aforesaid ; And that then within a few days afterwards a certain other ship called a Flemish ship in her navigation came near to the same French ship so riding [there as aforesaid], and at the same time by the leave and licence and voluntarily and with the consent of the aforesaid Stephen and others on board the same French ship and without any anchors or anchor being dropped or let go from that ship called the Flemish ship she was moored remained and rode by the anchors of that the French ship alone ; And consequently, after the said ships had ridden for some days together in the manner aforesaid, the same French ship by the act fault and negligence of the aforesaid Stephen and his mariners fell upon the said skiff, and with great force and violence struck broke and destroyed the same skiff ; And that the said Robert Lorde by reason of the premises sustained and sustains endured and endures damage and loss, particularly on account of his not being able to work the aforesaid ship, because of the loss of her skiff or boat, to the sum or amount of 40s. sterling ; And by this my diffinitive sentence or this my final decree, which I pass or promulgate in this writing, I condemn the aforesaid Stephen to hand deliver

and pay to the aforesaid Robert the true value or assessment of the said skiff or boat broken and destroyed in manner aforesaid, which according to lawful proofs by the party of the aforesaid Robert made or to be made in this behalf I assess at the sum or amount of £5 sterling, and further to pay to the same Robert Lorde the sum of 40s. lawful English money by me above assessed for damages and [loss of] interest . . . (*in common form*).

87.
Lorde
c.
Butter.
Supra,
p. 144.

FURRYSMAN c. CHURCHE (*supra*, p. 144).

. . . Therefore I Griffin Leyson . . . (*in common form*) pronounce decree and declare that the aforesaid William Churche endeavoured and solicited that the aforesaid John Furrysman should be compelled, whether he wished it or not, to stay his cause then pending undecided in the high court of our supreme lord the king his Admiralty of England against the ship commonly called the 'Nicholas of Penmarke' and her apparel and furniture belonging, as is pretended, to one John Hasse, [which cause was] remitted by the lords from the king's majesty's privy council together with its incidents consequences and circumstances whatsoever to the said court there to be decided; [and] that he caused the said John Furrysman against his will to be drawn and vexed into and in a court other than that of the said supreme lord our king his Admiralty of England on account of that same cause or at least [on account of] its incidents consequences or circumstances, and to be oppressed with certain costs and expenses in that behalf; and that he deprived the same [Furrysman] of free liberty of prosecuting in the said court such his cause [so] remitted as aforesaid with its incidents consequences and circumstances to the same court by the aforesaid lords from the king's majesty's privy council to be [there] decided, to the no small prejudice and grievance of the said John Furrysman and in violation and to the hindrance and manifest contempt of the jurisdiction of our supreme lord the king his Admiralty of England and of the order of the lords from

88.
Furrysman
c.
Church.
Supra,
p. 145.

88. Furrysman
c.
Church.
Supra,
p. 146. the privy council ; I therefore pronounce decree and declare the same William Church to be deemed a violator and contemner of the premises, and that he ought to be coerced and punished as such violator and contemner ; And I condemn the same William Church in lawful costs . . . (*in common form*).

SAUNDERSON c. RICHARDSON (*supra*, p. 146).

89. Saunderson
c.
Richardson.
Supra,
p. 146. . . . Between the honest men Richard Saunderson John Mecander and John Dynysdale of Lynn Regis in the county of Norfolk merchant plaintiffs of the one part and John Richardson of Boston in the county of Norfolk aforesaid defendant of the other part . . . (*in common form*) . . . Therefore I Griffin Leyson doctor of laws and President aforesaid . . . (*in common form*) . . . pronounce decree and declare that the aforesaid Richard Saunderson and John Mecander ought to have been and are owners and proprietors and lawful possessors of the aforesaid ship ; And also that the same Richard Saunderson and the said John Dynysdale are the true and lawful owners and proprietors and possessors of the goods things and merchandise in the same ship at the time [both] of the capture and of the recapture of the same, [which goods and merchandise are] specified in the schedule annexed to the aforesaid libel [and are proved] as well by the admission of the above-named John Richardson as by other lawful proofs in such cause duly made before me, namely, 200 quarters of malt, 15 quarters of oats, two pipes of basterde, and one butt of sack ; And that they [Saunderson and Dynysdale] were spoiled and by force deprived of the possession of them by certain Frenchmen at the time libellate enemies of the king and of the realm of England ; And that the said John Richardson, an Englishman, with his sailors and companions in arms and mariners sailing upon the high sea towards [the captors'] port of destination and in pursuit of the aforesaid ship and enemies recaptured such ship and goods and things and merchandise after the said spoiling

or capture of them by the Frenchmen and enemies aforesaid [and] before they had carried or been able to carry the ship and merchandise to any port or place of destination; And also that after such recapture they carried the ship and merchandise aforesaid to the port or maritime place called the Holy Island near Berwick in the northern parts of this kingdom of England [within] the ebb and flow of the sea and the jurisdiction of our lord the king his Admiralty of England; And that the same John [Richardson] after such carrying [as aforesaid] was duly and according to requirement of law asked and demanded on behalf of the said Richard John and John the owners and proprietors aforesaid to deliver up and restore such ship goods and merchandise to them respectively; And that after being so asked and questioned he detained [the same] in his own or in his agents' hands and unjustly refused to deliver up or restore the same; And that on that account the aforesaid Richard John and John have suffered and now suffer and have sustained and now sustain damage and loss to the amount or value of forty shillings; And by this my definitive sentence or this my final decree, which sentence or decree I pass and promulgate in this writing, I condemn the above-mentioned John Richardson to deliver up hand over and restore to the aforesaid Richard Saunderson and John Mecander the aforesaid ship, if she is in existence, and if not, her true value, which by the admission of the said John Richardson made in this behalf [I assess] at the sum of thirty pounds; and [to deliver up hand over and restore] to the aforesaid Richard Saunderson and John Dynysdale the goods, things, and merchandise aforesaid, which according to lawful proofs made in this behalf I assess at the sum of £184; And that the said John Richardson restore to the same Richard John and John, as well the aforesaid sum in manner aforesaid above specified for damage and loss of interest and assessed by me as aforesaid, as also the lawful costs of the present suit in this behalf incurred and to be incurred on behalf of them

89.

Saunderson
c.
Richardson.
Supra,
p. 147.

89. Richard John and John, without prejudice nevertheless
Saunderson
c.
Richardson.
Supra,
p. 147.
and reserving to the said John Richardson whatsoever right
and interest may be in any way due to him by reason of
the aforesaid recapture; But the taxation . . . (*in common
form*).

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